

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Code Enforcement Lien, Case 08-47-CEB, Request for Reduction of Penalty-  
Cindy and Joseph Webster (previous owners) and Deutsche Bank (current owner)

**DEPARTMENT:** Planning and Development      **DIVISION:** Planning

**AUTHORIZED BY:** Alison Stettner

**CONTACT:** Carolyn Jane Spencer

**EXT:** 7403

**MOTION/RECOMMENDATION:**

(A) Deny a reduction to the Code Enforcement Board lien in the amount of \$47,500.00 for Case # 08-47-CEB on the property located at 220 Archers Point, Longwood - Cindy and Joseph Webster (previous owners) and Deutsche Bank (current owner) (Staff Recommendation); or

(B) Approve a reduction to the Code Enforcement Board lien which totals \$47,500.00 to an amount set by the Board of County Commissioners for Case # 08-47-CEB on the property located at 220 Archers Point, Longwood - Cindy and Joseph Webster (previous owners) and Deutsche Bank (current owner), and require this reduced amount to be paid within 60 days or the lien will revert to its original amount (\$47,500.00) and upon payment in full, authorize the Chairman to execute the Satisfaction of Lien; or

(C) Approve a request to waive the Code Enforcement Board lien which totals \$47,500.00 for Case # 08-47-CEB on the property located at 220 Archers Point, Longwood - Cindy and Joseph Webster (previous owners) and Deutsche Bank (current owner), and authorize the Chairman to execute the Satisfaction of Lien.

District 5 Brenda Carey

Tina Williamson

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**BACKGROUND:**

In response to a complaint, on January 8, 2008, the Code Enforcement Officer observed the following violations located at 220 Archers Point, Longwood: Uncultivated vegetation in excess of 24" in height and located within 75' from any structure, used/scrap building materials, stagnant or foul water in a swimming or wading pool and swimming pool not secured according to code in violation of Seminole County Code Section 95.4, as defined in Section 95.3 (h), (j), (n) and (o).

See attached time line.

The Board considers the individual facts of each case when determining whether to reduce a lien. In addition, the Board adopted the following guidelines on February 9, 1999 to use when considering lien reductions:

1. If an individual has acquired a property in which the lien was recorded and the individual bought the property with this knowledge, a waiver or reduction in lien should not be granted. In such cases, the lien should have been considered in reaching a purchase price.

2. If a lien is not considered when a title insurance policy is issued, a reduction of the lien to provide relief to a title insurer should not be granted. To do so would place the County in the position of indemnifying an insurance company against its losses, which are reflected in premium charges.
3. If a lien has previously been reduced, and another request is received for a lien reduction, whether from the original property owner or new owner, a reduction or waiver should not be granted. If the BCC grants relief to a violator, its action should be final and conclusive.
4. When considering a request and in developing a recommendation to the BCC, staff should evaluate the amount of the lien compared to the value of the property and the actions the violator did or did not take in attempting to resolve the code violation. Per the Property Appraiser information, the assessed value of the property is **\$508,304.00**. The lien totals **\$47,500.00**.
5. When liens are satisfied as a result of either full payment or reduced/eliminated payment as directed by the BCC, the lien satisfaction instrument will be provided to the property owner who shall be responsible for recording the instrument in the land records.

#### **STAFF RECOMMENDATION:**

Staff recommends that the Board deny a reduction to the Code Enforcement Board lien in the amount of \$47,500.00 for Case # 08-47-CEB on the property located at 220 Archers Point, Longwood - Cindy and Joseph Webster (previous owners) and Deutsche Bank (current owner).

#### **ATTACHMENTS:**

1. Background time line
2. Request for Reduction w/ Contract for Sale
3. Estimate of Costs
4. Property Appraiser Data
5. Case History documents
6. Foreclosure documents
7. Satisfaction of Lien

<b>Additionally Reviewed By:</b>
<input checked="" type="checkbox"/> County Attorney Review ( Kathleen Furey-Tran )

**BACKGROUND TIME LINE FOR CASE 08-47-CEB**

**CINDY & JOSEPH WEBSTER (PREVIOUS OWNERS)**  
**DEUTSCHE BANK TRUST COMPANY (CURRENT OWNER)**

<b>DATE</b>	<b>ACTION</b>	<b>RESULT</b>
July 24, 2007	Lis Pendens	Deutsche Bank Trust Company's Notice of Lis Pendens recorded.
January 15, 2008	Notice of Violation issued to Respondents	Violations remain.
February 29, 2008	Statement of Violation and Request for Hearing submitted to County by Code Enforcement Officer	Case opened and Notice of Hearing for March 27, 2008 hearing sent to Respondents and foreclosing bank.  Law firm representing Deutsche Bank, the foreclosing bank, received certified mail and signed return receipt on March 5, 2008.  Respondents' certified mail was returned unclaimed. Regular mail was delivered.
March 17, 2008	Property was posted	Since the Respondents' certified mail was returned unclaimed, the property was posted.
March 27, 2008	Code Board Hearing – Findings of Fact, Conclusions of Law and Order	Order entered by Code Enforcement Board giving a compliance date of April 7, 2008 with a fine of \$250.00 per day if violations are not corrected by compliance date.
April 8, 2008	Affidavit of Non-Compliance filed by the Code Enforcement Officer after reinspection stating that all four violations remained on the property	Since property was not in compliance, a letter was mailed to the Respondents and the foreclosing bank notifying them of a June hearing to impose a lien.  Law firm representing Deutsche Bank, the foreclosing bank, received certified mail and signed return receipt on May 19, 2008.  Respondents' certified mail and regular mail were returned unclaimed.
June 26, 2008	Code Board Hearing – Order Finding Non-Compliance and Imposing Fine/Lien	Order entered by the Code Enforcement Board imposing a lien of \$20,000.00 with fine continuing to accrue at \$250.00 per day until compliance is obtained.

February 11, 2009	Summary Final Judgment in Foreclosure	
March 24, 2009	Certificate of Title (Property is <u>NOT</u> in compliance)	<p>Judgment of Foreclosure extinguished the \$87,500.00 lien from inception to date Certificate of Title was recorded.</p> <p>The Certificate of Title transferred ownership to Deutsche Bank Trust Company. Since the property is not in compliance, the lien will begin to accrue at \$250.00 per day against new owner as of this date until compliance is obtained.</p>
September 30, 2009	Affidavit of Compliance filed by Code Enforcement Officer after reinspection.	<p>Violations corrected.</p> <p>Lien totals \$47,500.00 for 190 days of non-compliance, from date of the Certificate of Title until compliance</p>
November 16, 2009	Request for Reduction received	

**SEMINOLE COUNTY  
CODE ENFORCEMENT BOARD**  
CASE NO. 08-47-CEB

**REQUEST FOR REDUCTION OF PENALTY**

BY COMPLETING THIS FORM, YOU ARE MAKING STATEMENTS UNDER OATH

**INSTRUCTIONS:** Please fill in both sides of this form completely. Be specific when writing your statement. Please return this form to the Clerk to the Code Enforcement Board. The REQUEST FOR REDUCTION OF PENALTY will then be presented to the Board of County Commissioners at their next regularly-scheduled hearing, or as soon thereafter as possible, and you will be notified in writing of the Board's decision within 10 days after the hearing. If you are claiming medical or financial hardship, attach supporting documentation (i.e., a doctor's statement or proof of income). If you have any questions, please call the Clerk at (407) 665-7403.

Property Owner's Name: Deutsche Bank c/o GMAC Mtg Co.  
Property Address: 220 Arden Point, Longwood

Phone number(s) where you can be reached during the day: (386) 717-7100

Is the property now in compliance? YES X NO         
(If No, explain in detail) \_\_\_\_\_

Are you claiming a financial hardship? YES \_\_\_\_\_ NO X

Are you claiming a medical hardship? YES \_\_\_\_\_ NO X

If the property owner is unable to complete this form, list the name of the person who is legally authorized to act for the property owner and his/her relationship to the property owner:

Name: Jennifer Clark  
Relationship: Agent

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO:  
CLERK, SEMINOLE COUNTY CODE ENFORCEMENT  
1101 EAST FIRST STREET, SANFORD, FLORIDA 32771-1468

I, Jennifer Clark, do hereby submit this  
REQUEST FOR REDUCTION OF PENALTY to request a reduction in the total amount of  
penalty imposed and in support offer the following statement:

See attached -

In addition, there was a personal property eviction.  
We did not have access to the property  
until the end of April. At that point, we  
were able to start getting bids for the necessary  
repairs to bring the property into compliance.  
This did take some time to receive and get approval  
from the seller.

We are happy to pay any administrative fees  
but would ask for the fines to be waived  
for the time that we did not have access to  
the property.

Date: 11/12/09

Signed: [Signature]

Print Name: Jennifer Clark

STATE OF FLORIDA  
COUNTY OF SEMINOLE

PERSONALLY appeared before me, the undersigned authority duly authorized to administer oaths and  
take acknowledgments, Jennifer Clark, who after first being duly sworn,  
acknowledged before me that the information contained herein is true and correct. He/she is not  
personally known to me and has produced \_\_\_\_\_ as identification  
and did take an oath.

Date: 11/12/2009



PAULA S. GRIFFIS  
Commission DD 648432  
Expires March 7, 2011  
Bonded Thru Troy Palm Insurance 800-385-7019

Notary Public [Signature]

My commission expires: 3/7/2011

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO:  
CLERK, SEMINOLE COUNTY CODE ENFORCEMENT  
1101 EAST FIRST STREET, SANFORD, FLORIDA 32771-1468

# Law Offices of David J. Stern, P.A.

900 South Pine Island Road, Suite 400  
Plantation, Florida 33324

Phone (954) 233-8400 ext. 1857  
Direct Fax (954) 233-8675

Internet E-mail: [jhuppert@dstern.com](mailto:jhuppert@dstern.com)

September 14, 2009

**SENT VIA FACSIMILE: (407) 665-7259**

Seminole County

ATTN: Kathleen Furey-Tran, County Attorney

1101 East First Street

Sanford, Florida 32771

TOTAL PAGES: 13

**RE: Property Address:** 220 Archers Point, Longwood, Florida 32779

**Legal Description:** Lot 12, Markham Place, according to the map or plat thereof, as recorded in Plat Book 22, Pages 30 and 31, of the Public Records of Seminole County, Florida.

**Folio Number:** 23-20-29-504-0000-0120

**Case Number:** 08-47-CEB

**Our client:** Deutsche Bank Trust Company Americas as Trustee

**Our File No.:** 09-C26584

Dear Ms. Furey-Tran:

In connection with the above referenced matter, please be advised that our office represents Deutsche Bank Trust Company Americas as Trustee, who acquired title to the subject property through a mortgage foreclosure action. For your reference and records, enclosed please find a copy of the Certificate of Title which was issued on March 23, 2009, and recorded in O.R. Book 7156, Page 488, along with a copy of the Final Judgment in Foreclosure which was recorded on February 11, 2009, in O.R. Book 7132, Page 934, and the Notice of Lis Pendens which was recorded on July 24, 2007 in O.R. Book 6768, Page 263, all of the Public Records of Seminole County, Florida.

→ On July 3, 2008 an Order finding Non-Compliance and Imposing Lien was recorded under Case No. 08-47-CEB, and recorded in O.R. Book 7023, Page 1545, with an order of fine in the amount of \$20,000.00 and an order of fine of \$250.00 per day, total fine to date unknown, against the prior owners, Cindy D. Webster and Joseph R. Webster. A copy of the code/lien(s) information is attached hereto. The county's case(s) was filed against the prior owners, Cindy D. Webster and Joseph R. Webster; our client was not a party to that action.

Please note that the Final Judgment in Foreclosure states that "On filing of the Certificate of Title, Defendant and all persons claiming under or against Defendant since the filing of the Notice of Lis Pendens shall be foreclosed of all estate or claim in the property and the purchaser at sale shall be let into possession of the property." Since the county's lien arises under Chapter 162 Florida Statutes, its effect was foreclosed by the Final Judgment in Foreclosure rendered in our client's foreclosure action. While the county's lien remains as a personal obligation of the prior owners, Cindy D. Webster and Joseph R. Webster, the county's lien is not enforceable as a lien against the subject property and is neither enforceable nor collectable against our client or against subsequent owner(s) and is neither the obligation of our client or any transferee of title due to the notice of lis pendens and final judgment in foreclosure.

In addition, Section 48.23 (b) F.S. provides:

Except for the interest of persons in possession or easements of use, the filing for record of such notice of lis pendens shall constitute a bar to the enforcement against the property described in said notice of lis pendens of all interests and liens including but not limited to federal tax liens and levies, unrecorded at the time of filing for record such notice of lis pendens unless the holder of any such unrecorded interest or lien shall intervene in such proceedings within 20 days after the filing and recording of said notice of lis pendens. If the holder of any such unrecorded interest or lien does not intervene in the proceedings and if such proceedings are prosecuted to a judicial sale of the property described in said notice of lis pendens, the property shall be forever discharged from all such unrecorded interests and liens. In the event said notice of lis pendens is discharged by order of the court, the same shall not in any way affect the validity of any unrecorded interests or lien

Please further note that it is our understanding that code liens or code matters arising under and pursuant to Chapter 162 in Seminole County are neither afforded nor given "super-lien" status that are co-equal with the non-payment of the real estate taxes or liens which arise or are filed under and pursuant to Chapter 159.

We have advised our client of the existence of the code violation and they are actively working to make sure the property is in compliance. Further, we will advise the current buyer of the existence of the code violations and the referenced proceeding. However, we have advised our client that it is not obligated to pay the fines as set forth in the county's order.

If the county disagrees with my analysis, please provide me with any authority to support your position. Since time is of the essence regarding this matter, I would appreciate being advised of the county's position regarding this matter at your earliest convenience and provide the cost to obtain a Release/ Partial Release of Lien as to the Property. Also, please refrain from any further collection efforts against our client, or any transferee of title.



September 14, 2009  
Page 3 of 3  
09-C26584

I look forward to hearing from you and thank you in advance for your prompt attention and cooperation in this matter.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Joy Q. Huppert". The signature is stylized with a large, looping initial "J" and a cursive "Huppert".

Joy Q. Huppert, Esq.  
Closing Department

JQH/mw

Enclosures

IN THE CIRCUIT COURT OF THE 18TH JUDICIAL  
CIRCUIT, IN AND FOR SEMINOLE COUNTY, FLORIDA  
GENERAL JURISDICTION DIVISION  
CASE NO: 2007-CA-002087

DEUTSCHE BANK TRUST COMPANY  
AMERICAS AS TRUSTEE  
PLAINTIFF  
VS.

CINDY D. WEBSTER; JOSEPH R. WEBSTER;  
ANY AND ALL UNKNOWN PARTIES  
CLAIMING BY, THROUGH, UNDER, AND  
AGAINST THE HEREIN NAMED INDIVIDUAL  
DEFENDANT(S) WHO ARE NOT KNOWN TO  
BE DEAD OR ALIVE, WHETHER SAID  
UNKNOWN PARTIES MAY CLAIM AN  
INTEREST AS SPOUSES, HEIRS, DEVISEES,  
GRANTEES OR OTHER CLAIMANTS;  
MARKHAM PLACE HOMEOWNERS  
ASSOCIATION, INC; WELLS FARGO BANK,  
N.A.; JOHN DOE AND JANE DOE AS  
UNKNOWN TENANTS IN POSSESSION  
DEFENDANT(S)

FILED IN OFFICE  
MARYANNE MORSE  
CLERK OF CIRCUIT COURT  
09 MAR 23 AM 9:17  
BY SEMINOLE CO. P.A.  
D.C.

This space is for recording purposes only

**CERTIFICATE OF TITLE**

The undersigned Clerk of the Court certifies that (s)he executed and filed a Certificate of Sale in this action  
on March 10, 2009, for the property described herein and that no objections to the sale have been  
filed within the time allowed for filing objections.

The following property in SEMINOLE County, Florida:

LOT 12, MARKHAM PLACE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN  
PLAT BOOK 22, PAGES 30 AND 31, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

was sold to DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE  
C/O GMAC MORTGAGE, LLC  
1100 VIRGINIA DR., FT WASHINGTON PA 19034

WITNESS my hand and the seal of this Court on March 23, 2009.

(SEAL)

MARYANNE MORSE  
Clerk of Circuit Court

BY: Mary Stamps  
Deputy Clerk

This document prepared by:

THE LAW OFFICES OF DAVID J. STERN, P.A.  
900 South Pine Island Road Suite 400  
Plantation, FL 33324-3920  
07-92588(GMAP)

MARYANNE MORSE, CLERK OF CIRCUIT COURT  
CLERK OF SEMINOLE COUNTY  
BK 07156 Pg 0488; (1pg)  
FILE NUM 2009031583  
RECORDED 03/24/2009 12:39:32 PM  
DEED DOC STAMPS 0.70  
RECORDING FEES 0.00  
RECORDED BY B Harford

Book7156/Page488 CFN#2009031583

# GMAC ResCap

2711 N. Haskell Ave., Suite 900  
Dallas, TX 75204  
800-750-0011

## PROPERTY LISTING AGREEMENT

For Property Located: 220 ARCHERS POINT LONGWOOD FL 32779 **ASSET#:** 0601574159

1. **RIGHT TO SELL:** GMAC RESCAP ("Seller") hereby employs and grants JENNIFER CLARK ("Broker") the right, commencing on 07-30-09 and expiring at 11:59 P.M. on 09-30-2009 ("Listing Period") to sell the above-described real property ("property") in the City of LONGWOOD, County of SEMINOLE, State of FL.

2. **TERMS OF SALE:**

A. **LIST PRICE:** The listing price shall be \$389900.00.

B. **PERSONAL PROPERTY:** No personal property is included in the sale.

3. **MULTIPLE LISTING SERVICE:** Information about this listing will be provided by Broker to a multiple listing service ("MLS") of Broker's selection within 24 hours of Seller executing this Agreement. Broker will input data regarding this Property with multiple MLS's as appropriate. Broker shall comply with all applicable MLS rules.

4. **TITLE:** Seller warrants that Seller and no other persons have title to the Property, except as follows: NONE

5. **COMPENSATION TO BROKER:**

A. Seller agrees to pay to Broker as compensation for the services set forth herein, irrespective of agency relationships, 4.5% of the sale price, or \$ 2500.00, whichever is greater, at close of escrow or if no escrow, completion of sale.

B. Broker is authorized to cooperate with other brokers, and broker shall offer other brokers 3.00% of the sale price if they are the procuring cause, unless written approval is received from Seller authorizing a different fee. **Commissions will be paid on sales price less any concessions given to the Buyer other than FHA/VA non-allowables or special offers made by the Seller in the MLS. This includes any and all future amendments/negotiations that affect the net sales proceeds to seller. Owner reserves the right to sell the property.**

[Broker understands and agrees that in executing this agreement, should Broker sell the Property to a buyer on the terms stated in this agreement or on any other terms acceptable to Seller, Broker will pay to GMAC ResCap a Management Fee in the amount of \$160.00.]

If Seller decides to sell the Property at an auction, or as part of a bulk sale of multiple properties, or the property is acquired by mortgage or pool insurance, or if property is redeemed, or Seller is unable to provide clear and marketable title, immediately upon notice thereof to Broker, this Agreement shall automatically terminate and be of no further force or effect. In such event, no commission shall be due or paid to the Broker.

6. **AGENCY RELATIONSHIPS:** Broker shall act as the agent for Seller in any resulting transaction. Depending upon the circumstances, it may be necessary or appropriate for Broker to act as an agent for both Seller and buyer, exchange party, or one or more additional parties ("Buyer"). Broker shall, as soon as practicable, disclose to Seller any election to act as a dual agent representing both Seller and Buyer. If a Buyer is procured directly by Broker or an associate licensee in Broker's firm, Seller hereby consents to Broker acting as a dual agent for Seller and such Buyer. In the event of an exchange, Seller hereby consents to Broker collecting compensation from additional parties for services rendered, provided there is disclosure to all parties of such agency and compensation.

7. **BROKER'S AND SELLER'S DUTIES:** Broker agrees to exercise reasonable and best efforts and due diligence to achieve the purpose of this Agreement, and is authorized to advertise and market the Property in any medium selected by Broker. Seller agrees to consider offers presented by Broker, and to act in good faith toward accomplishing the sale of the Property.

8. Broker shall notify Seller by telephone of all offers to purchase prior to faxing or mailing same to Seller. Broker shall be responsible for preparation of offers to purchase the Property in compliance with applicable state and local law. All such offers shall be in writing signed by the prospective purchaser, submitted by Broker's office to Seller at its address specified below, and shall comply with the following:

A. **PERSONAL PROPERTY:** Only the personal property listed in this Agreement, if any, may be included; other items will not be acknowledged or accepted by Seller and will be eliminated from the sales contract. Personal property included consists of: NONE

B. **PROPERTY CONDITION:** The sales contract shall expressly state the Seller makes no representations or warranties as to the condition of the Property, improvements or appurtenances, and that the property is sold "AS IS - WHERE IS". All standard or preprinted warranties and representations concerning property conditions shall be deleted.

C. **EARNEST MONEY:** Earnest money shall be held in the Broker's authorized trust account or escrow, in an amount which is customary in the respective community and in no event less than 3% of the purchase price unless agreed to in writing by the Seller. Promissory notes will not be accepted as earnest money. Except as may otherwise be required by applicable law, each sales contract shall provide that in the event of default by purchaser, earnest money will be forfeited in full and retained by Seller.

D. **POSSESSION:** Broker is not permitted to deliver possession or occupancy of the Property in whole or part or give keys to the purchaser to use any part of Property prior to closing and funding of the sale.

E. **REDEMPTION:** Broker to verify if property is subject to statutory rights of redemption.

9. Broker must provide timely written notice to Seller when a purchaser receives a commitment for mortgage financing, if applicable, and a firm closing date.

10. Broker shall arrange for the preparation, by a title/escrow company or attorney designated by Seller, of all closing documents required to be delivered by Seller, including, but not limited to, the deed, documentary stamps or other intangible or transfer tax forms, affidavits regarding liens and possession, and closing statement.

11. **LOCKBOX:** Broker may install a local MLS LOCKBOX within 24 hours of mutual execution of this Agreement. GMAC ResCap to install a pushbutton style lock box coded to "8590" at the Property.

12. **SIGN:** Broker shall install a "FOR SALE" sign on the Property within 24 hours of mutual execution of this Agreement and maintain this sign on the Property until completion of the sale (transfer of title), unless prohibited by local law or code.

13. **MEDIATION OF DISPUTES:** Broker and Seller agree to mediate any dispute or claim arising between them out of this Agreement or any resulting transaction before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. IF ANY PARTY COMMENCES AN ARBITRATION OR COURT ACTION BASED ON A DISPUTE OR CLAIM TO WHICH THIS PARAGRAPH APPLIES WITHOUT FIRST ATTEMPTING TO RESOLVE THE MATTER THROUGH MEDIATION, THEN IN THE DISCRETION OF THE ARBITRATOR(S) OR JUDGE, THAT PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEY'S FEES, EVEN IF THEY WOULD OTHERWISE BE AVAILABLE TO THAT PARTY IN ANY SUCH ARBITRATION OR COURT ACTION.

14. **ARBITRATION OF DISPUTES:** Any dispute or claim in law or equity arising between Broker and Seller out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery. "NOTICE: BY SIGNING THIS DOCUMENT YOU ARE AGREEING TO HAVE

Seller and Broker acknowledge receipt of a copy of this page, which constitutes 1 of 2 pages.

Seller Authorized Initials ( ) ☒ Broker's Initials ( )

ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALIZING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE OR OTHER APPLICABLE STATUTE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY. "WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

15. **EQUAL HOUSING OPPORTUNITY:** The Property is offered for sale in compliance with all federal, state, and local anti-discrimination laws. SELLER AND BROKER AGREE THAT THEY WILL NOT DISCRIMINATE AGAINST ANY PROSPECTIVE PURCHASER BASED ON RACE, COLOR, SEX, DISABILITY, RELIGION, NATIONAL ORIGIN, MARITAL STATUS, LAWFUL SOURCE OF INCOME, AGE, ANCESTRY, OR IN ANY OTHER UNLAWFUL MANNER.
16. **ATTORNEY'S FEES:** In any action, proceeding, or arbitration arising out of this Agreement, involving Seller and/or Broker(s), the prevailing party shall be entitled to reasonable attorney's fees and costs, except as provided in paragraph 13.
17. **ENTIRE CONTRACT:** All prior discussions, negotiations, and agreements between the parties concerning the subject matter of this Agreement are superseded by this Agreement, which constitutes the entire Agreement and a complete and exclusive expression of their agreement with respect to its general subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement and any supplement, addendum, or modification, including any photocopy of facsimile, may be executed in counterparts.
18. **MONTHLY REPORTS:** Broker shall furnish Seller with a monthly report ("Marketing Report") every 30 days after initial listing, detailing, among other things, marketing activities that have taken place, walk-in activity and prospective sales information. The Broker shall also submit Broker's best estimate of a 90 day sale price at that time.
19. **TRANSFER DISCLOSURE:** Broker understands that Seller may be exempt from providing a Transfer Disclosure Statement, if Seller acquired title of the Property through foreclosure.
20. **ADVERTISING:** Broker agrees to advertise the property a minimum of twice per month in a local newspaper or magazine or other print media intended to locate a potential purchaser. Broker will submit copies of these advertisements to Seller monthly in the Marketing Report.
21. **BROKER CARAVAN:** Seller recommends that Broker participate in local Broker and office caravans, at Brokers discretion.
22. **TERMINATION:** Seller and/or Broker shall have the right and privilege to terminate the Property Listing Agreement between Seller and Broker at any time, with or without cause, by giving written notice of termination at least three (3) calendar days prior to the termination date.
23. **REGISTRATION OF BUYERS:** If an offer(s) is/are pending at the time this Agreement is terminated, Broker may register buyer(s) by submitting, in writing, a list of buyers to Seller \*. This list must be received by Seller within five (5) calendar days of termination to be valid. The registration of listed Buyer's will be good for thirty (30) calendar days from the date the Agreement is terminated. \* (See addendum B Registration Letters.)
24. **INDEMNIFICATION:** (a) Broker agrees to indemnify and defend Seller against any damages resulting from claims or causes of action by a third party based upon the alleged wrongful conduct or misrepresentations of Broker; such obligation to defend and indemnify will not apply, however, if the claim or cause of action is based upon Seller providing to Broker or claimant incorrect information or failing to disclose to Broker information which should have otherwise been disclosed to such claimant or to Broker. Seller will cooperate with Broker and Broker's attorneys. Broker shall select and employ an attorney or attorneys reasonably acceptable to Seller, or to use their in-house counsel to defend against such claim or cause of action. (b) Seller agrees to indemnify and defend Broker from any damages resulting from any claims or causes of action by a third party based upon Seller's wrongful act, failure to act, or misrepresentation, including, but not limited to, Seller providing to Broker incorrect information or failing to disclose to Broker information which should have otherwise been disclosed to such claimant or to Broker. Broker will cooperate with Seller and Seller's attorney.
25. **AUTHORITY OF BROKER:** Broker shall not, under any circumstances, have the authority or power to enter into any contract on behalf of the Seller, or in any other way make any binding commitment on behalf of Seller, without express written consent of Seller. The agency granted to Broker hereunder shall be solely for the purpose of promoting and marketing the sale of the Property, subject to all the terms set forth herein. Broker shall have no authority whatsoever to enter into any sales agreement for the Property on behalf of Seller, or in any other way make commitment with respect to the sale of the Property. All offers or purchaser's proposals presented by Broker are subject to final approval and execution by Seller and are not binding until received in writing by Broker.
26. **MISCELLANEOUS:**
  - A. All deposit receipts and contracts of sale shall include Seller's purchase addendum and attachments.
  - B. Seller will not consider trades.
  - C. Broker acknowledges receipt of a set of keys to the Property and shall return the original and all copies of same to Seller promptly upon termination of listing, including extensions.
  - D. Seller is advising Broker that the sale of this Property may be subject to Mortgage Insurance and/or Pool Insurance approval. Seller shall make its best efforts to obtain the insurer's approval within twelve (12) calendar days of written offer acceptance. If the respective insurer elects to acquire legal title to the property through the terms of their policy, Seller will not be obligated to pay the Broker a commission or consummate the sale. Seller will reimburse Broker for any property management expenses that were approved within sixty (60) calendar days of Seller receipt of invoice(s).
  - E. It is specifically agreed that the Seller shall not be obligated to pay any costs for such advertising and promotions, nor shall the Seller pay any additional commission or charges arising out of the Broker's cooperation with other Brokers.
  - F. Broker agrees not to accept an Earnest Money Deposit from the prior owner or any tenant occupying this Property without written approval of Seller.
  - G. Broker further agrees to maintain a current errors and omissions ("E&O") Insurance policy, with minimum liability limits of \$1,000,000 which will provide Seller with insurance coverage in the event that Buyer, or anyone else makes a claim or institutes an action, whether judicial or non-judicial, against Seller alleging negligent conduct on the part of the Broker in connection with Broker's marketing and sale of the Property. Broker will cause said insurance policy to name Seller as an additional insured whenever possible. Immediately upon Broker's knowledge of a claim against Broker, or Seller, arising out of an alleged negligent act on the part of Broker in connection with Broker's marketing and sale of the Property, Broker will tender said claim to Broker's Insurance carrier and request said insurance carrier to indemnify, defend and hold Seller harmless against said claim. Broker will provide to Seller confirmation that Broker has such a policy.
27. Broker agrees to assume the care, custody and management of the Property, including, but not limited to, performing the following:
  - A. To inspect and secure the Property within twenty-four hours after receiving verbal or facsimile notice of the listing agreement from Seller.
  - B. To notify GMAC ResCap immediately if any Winterization is required at the Property.
  - C. To arrange for the supervised cleaning of the Property and repairs as Seller shall stipulate.
  - D. To notify immediately all utility and other applicable service companies to put services for the Property in name of the Broker. Broker shall be responsible for timely payment of all utility and service contract charges and shall submit receipted bills to Seller monthly, and final paid receipts within thirty (30) calendar days following the closing date. Seller agrees to reimburse Broker for such payments upon receipt by Seller of such paid receipts, on a monthly basis. Broker is responsible for turning off utilities at time of closing, or termination of Agreement.
  - E. To perform general property maintenance for the property (including, but not limited to, grass cutting, snow removal, cleaning, maintenance of heating and cooling systems, etc.) as directed or approved by Seller and submit to Seller a monthly statement with receipted bills for payment of Property maintenance expenses. All bills must be submitted no later than thirty (30) calendar days of closing. Seller shall not be obligated to pay any expenses or costs submitted after said date.
  - F. To inspect the Property at least once each week and take reasonable and prudent action to prevent any damage to the Property including, but not limited to, damage caused by fire, vandalism, and weather conditions, and notify Seller immediately by telephone in the event of any emergency or damage to the Property.
  - G. To research local records as to "Owner of Record", tax assessments, and any back taxes owing and provide this information to Seller with a Marketing Report.
  - H. Broker is responsible for maintaining accurate and complete records of all expenses paid and income received with respect to the Property, according to recognized accounting practices. Broker agrees to permit Seller or its representatives to examine and audit these records while this Agreement is in effect and for two years after the closing of any sale of the Property.
28. All communications and inquiries regarding the Property, offers to purchase, sales contracts and this listing contract shall be directed by Broker to the Seller at its address set forth below. All offers to purchase, counter offers or other documents relating to the sale of property received by Broker shall be submitted to Seller within 24 hours of receipt, and Seller may accept, counter or reject offers to purchase the property at its sole discretion. Back up offers are encouraged and will be accepted on all properties under contract.

Seller and Broker acknowledge they have read and understand this Agreement, and have received a copy.

This Agreement is null and void and with no legal effect unless the Broker signs and then returns the original agreement to Seller within two (2) calendar days from the date of this Agreement. This Agreement shall be considered binding upon the receipt by Seller of the Agreement appropriately executed by Broker.



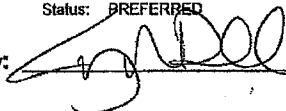
Date: 07-30-09 at Dallas, TX  
Seller: GMAC RESCAP  
2711 N. Haskell Ave., Suite 900  
Dallas, TX 75204

Agent: JENNIFER CLARK  
2683 South Woodland Boulevard  
Deland FL 32720  
3867177100  
Status: PREFERRED

By: JARROD KURTRIGHT

07-30-09  
Date

By:



7-30-09  
Date

Send Listing Agreement: ☒ Yes ☐ No



2711 N. Haskell Ave., Suite 900  
Dallas, TX 75204  
800-750-0011

**PROPERTY LISTING AGREEMENT**

For Property Located: 220 ARCHERS POINT LONGWOOD FL 32779 ASSET#: 0601574159

1. **RIGHT TO SELL:** GMAC RESCAP ("Seller") hereby employs and grants JENNIFER CLARK ("Broker") the right, commencing on 10-02-09 and expiring at 11:59 P.M. on 11-29-2009 ("Listing Period") to sell the above-described real property ("property") in the City of LONGWOOD, County of SEMINOLE, State of FL.
  2. **TERMS OF SALE:**
    - A. **LIST PRICE:** The listing price shall be \$ 389900.00.
    - B. **PERSONAL PROPERTY:** No personal property is included in the sale.
  3. **MULTIPLE LISTING SERVICE:** Information about this listing will be provided by Broker to a multiple listing service ("MLS") of Broker's selection within 24 hours of Seller executing this Agreement. Broker will input data regarding this Property with multiple MLS's as appropriate. Broker shall comply with all applicable MLS rules.
  4. **TITLE:** Seller warrants that Seller and no other persons have title to the Property, except as follows: NONE
  5. **COMPENSATION TO BROKER:**
    - A. Seller agrees to pay to Broker as compensation for the services set forth herein, irrespective of agency relationships, 4.5 % of the sale price, or \$ 2500.00, whichever is greater, at close of escrow or if no escrow, completion of sale.
    - B. Broker is authorized to cooperate with other brokers, and broker shall offer other brokers 3.00 % of the sale price if they are the procuring cause, unless written approval is received from Seller authorizing a different fee. **Commissions will be paid on sales price less any concessions given to the Buyer other than FHA/VA non-allowables or special offers made by the Seller in the MLS. This includes any and all future amendments/negotiations that affect the net sales proceeds to seller. Owner reserves the right to sell the property.**  
**[Broker understands and agrees that in executing this agreement, should Broker sell the Property to a buyer on the terms stated in this agreement or on any other terms acceptable to Seller, Broker will pay to GMAC ResCap a Management Fee in the amount of \$160.00.]**
- If Seller decides to sell the Property at an auction, or as part of a bulk sale of multiple properties, or the property is acquired by mortgage or pool insurance, or if property is redeemed, or Seller is unable to provide clear and marketable title, immediately upon notice thereof to Broker, this Agreement shall automatically terminate and be of no further force or effect. In such event, no commission shall be due or paid to the Broker.
6. **AGENCY RELATIONSHIPS:** Broker shall act as the agent for Seller in any resulting transaction. Depending upon the circumstances, it may be necessary or appropriate for Broker to act as an agent for both Seller and buyer, exchange party, or one or more additional parties ("Buyer"). Broker shall, as soon as practicable, disclose to Seller any election to act as a dual agent representing both Seller and Buyer. If a Buyer is procured directly by Broker or an associate licensee in Broker's firm, Seller hereby consents to Broker acting as a dual agent for Seller and such Buyer. In the event of an exchange, Seller hereby consents to Broker collecting compensation from additional parties for services rendered, provided there is disclosure to all parties of such agency and compensation.
  7. **BROKER'S AND SELLER'S DUTIES:** Broker agrees to exercise reasonable and best efforts and due diligence to achieve the purpose of this Agreement, and is authorized to advertise and market the Property in any medium selected by Broker. Seller agrees to consider offers presented by Broker, and to act in good faith toward accomplishing the sale of the Property.
  8. Broker shall notify Seller by telephone of all offers to purchase prior to faxing or mailing same to Seller. Broker shall be responsible for preparation of offers to purchase the Property in compliance with applicable state and local law. All such offers shall be in writing signed by the prospective purchaser, submitted by Broker's office to Seller at its address specified below, and shall comply with the following:
    - A. **PERSONAL PROPERTY:** Only the personal property listed in this Agreement, if any, may be included; other items will not be acknowledged or accepted by Seller and will be eliminated from the sales contract. Personal property included consists of: NONE
    - B. **PROPERTY CONDITION:** The sales contract shall expressly state the Seller makes no representations or warranties as to the condition of the Property, improvements or appurtenances, and that the property is sold "AS IS - WHERE IS". All standard or preprinted warranties and representations concerning property conditions shall be deleted.
    - C. **EARNEST MONEY:** Earnest money shall be held in the Broker's authorized trust account or escrow, in an amount which is customary in the respective community and in no event less than 3% of the purchase price unless agreed to in writing by the Seller. Promissory notes will not be accepted as earnest money. Except as may otherwise be required by applicable law, each sales contract shall provide that in the event of default by purchaser, earnest money will be forfeited in full and retained by Seller.
    - D. **POSSESSION:** Broker is not permitted to deliver possession or occupancy of the Property in whole or part or give keys to the purchaser to use any part of Property prior to closing and funding of the sale.
    - E. **REDEMPTION:** Broker to verify if property is subject to statutory rights of redemption.
  9. Broker must provide timely written notice to Seller when a purchaser receives a commitment for mortgage financing, if applicable, and a firm closing date.
  10. Broker shall arrange for the preparation, by a title/escrow company or attorney designated by Seller, of all closing documents required to be delivered by Seller, including, but not limited to, the deed, documentary stamps or other intangible or transfer tax forms, affidavits regarding liens and possession, and closing statement.
  11. **LOCKBOX:** Broker may install a local MLS LOCKBOX within 24 hours of mutual execution of this Agreement. GMAC ResCap to install a pushbutton style lock box coded to "8590" at the Property.
  12. **SIGN:** Broker shall install a "FOR SALE" sign on the Property within 24 hours of mutual execution of this Agreement and maintain this sign on the Property until completion of the sale (transfer of title), unless prohibited by local law or code.
  13. **MEDIATION OF DISPUTES:** Broker and Seller agree to mediate any dispute or claim arising between them out of this Agreement or any resulting transaction before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. IF ANY PARTY COMMENCES AN ARBITRATION OR COURT ACTION BASED ON A DISPUTE OR CLAIM TO WHICH THIS PARAGRAPH APPLIES WITHOUT FIRST ATTEMPTING TO RESOLVE THE MATTER THROUGH MEDIATION, THEN IN THE DISCRETION OF THE ARBITRATOR(S) OR JUDGE, THAT PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEY'S FEES, EVEN IF THEY WOULD OTHERWISE BE AVAILABLE TO THAT PARTY IN ANY SUCH ARBITRATION OR COURT ACTION.
  14. **ARBITRATION OF DISPUTES:** Any dispute or claim in law or equity arising between Broker and Seller out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery. **"NOTICE: BY SIGNING THIS DOCUMENT YOU ARE AGREEING TO HAVE**

Seller and Broker acknowledge receipt of a copy of this page, which constitutes 1 of 2 pages.

Seller Authorized Initials            ☒ Broker's Initials

- ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE OR OTHER APPLICABLE STATUTE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY. "WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."
15. **EQUAL HOUSING OPPORTUNITY:** The Property is offered for sale in compliance with all federal, state, and local anti-discrimination laws. SELLER AND BROKER AGREE THAT THEY WILL NOT DISCRIMINATE AGAINST ANY PROSPECTIVE PURCHASER BASED ON RACE, COLOR, SEX, DISABILITY, RELIGION, NATIONAL ORIGIN, MARITAL STATUS, LAWFUL SOURCE OF INCOME, AGE, ANCESTRY, OR IN ANY OTHER UNLAWFUL MANNER.
  16. **ATTORNEY'S FEES:** In any action, proceeding, or arbitration arising out of this Agreement, involving Seller and/or Broker(s), the prevailing party shall be entitled to reasonable attorney's fees and costs, except as provided in paragraph 13.
  17. **ENTIRE CONTRACT:** All prior discussions, negotiations, and agreements between the parties concerning the subject matter of this Agreement are superseded by this Agreement, which constitutes the entire Agreement and a complete and exclusive expression of their agreement with respect to its general subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement and any supplement, addendum, or modification, including any photocopy of facsimile, may be executed in counterparts.
  18. **MONTHLY REPORTS:** Broker shall furnish Seller with a monthly report ("Marketing Report") every 30 days after initial listing, detailing, among other things, marketing activities that have taken place, walk-in activity and prospective sales information. The Broker shall also submit Broker's best estimate of a 90 day sale price at that time.
  19. **TRANSFER DISCLOSURE:** Broker understands that Seller may be exempt from providing a Transfer Disclosure Statement, if Seller acquired title of the Property through foreclosure.
  20. **ADVERTISING:** Broker agrees to advertise the property a minimum of twice per month in a local newspaper or magazine or other print media intended to locate a potential purchaser. Broker will submit copies of these advertisements to Seller monthly in the Marketing Report.
  21. **BROKER CARAVAN:** Seller recommends that Broker participate in local Broker and office caravans, at Brokers discretion.
  22. **TERMINATION:** Seller and/or Broker shall have the right and privilege to terminate the Property Listing Agreement between Seller and Broker at any time, with or without cause, by giving written notice of termination at least three (3) calendar days prior to the termination date.
  23. **REGISTRATION OF BUYERS:** If an offer(s) is/are pending at the time this Agreement is terminated, Broker may register buyer(s) by submitting, in writing, a list of buyers to Seller. This list must be received by Seller within five (5) calendar days of termination to be valid. The registration of listed Buyer's will be good for thirty (30) calendar days from the date the Agreement is terminated. \* (See addendum B Registration Letters.)
  24. **INDEMNIFICATION:** (a) Broker agrees to indemnify and defend Seller against any damages resulting from claims or causes of action by a third party based upon the alleged wrongful conduct or misrepresentations of Broker; such obligation to defend and indemnify will not apply, however, if the claim or cause of action is based upon Seller providing to Broker or claimant incorrect information or failing to disclose to Broker information which should have otherwise been disclosed to such claimant or to Broker. Seller will cooperate with Broker and Broker's attorneys. Broker shall select and employ an attorney or attorneys reasonably acceptable to Seller, or to use their in-house counsel to defend against such claim or cause of action. (b) Seller agrees to indemnify and defend Broker from any damages resulting from any claims or causes of action by a third party based upon Seller's wrongful act, failure to act, or misrepresentation, including, but not limited to, Seller providing to Broker incorrect information or failing to disclose to Broker information which should have otherwise been disclosed to such claimant or to Broker. Broker will cooperate with Seller and Seller's attorney.
  25. **AUTHORITY OF BROKER:** Broker shall not, under any circumstances, have the authority or power to enter into any contract on behalf of the Seller, or in any other way make any binding commitment on behalf of Seller, without express written consent of Seller. The agency granted to Broker hereunder shall be solely for the purpose of promoting and marketing the sale of the Property, subject to all the terms set forth herein. Broker shall have no authority whatsoever to enter into any sales agreement for the Property on behalf of Seller, or in any other way make commitment with respect to the sale of the Property. All offers or purchaser's proposals presented by Broker are subject to final approval and execution by Seller and are not binding until received in writing by Broker.
  26. **MISCELLANEOUS:**
    - A. All deposit receipts and contracts of sale shall include Seller's purchase addendum and attachments.
    - B. Seller will not consider trades.
    - C. Broker acknowledges receipt of a set of keys to the Property and shall return the original and all copies of same to Seller promptly upon termination of listing, including extensions.
    - D. Seller is advising Broker that the sale of this Property may be subject to Mortgage Insurance and/or Pool Insurance approval. Seller shall make its best efforts to obtain the insurer's approval within twelve (12) calendar days of written offer acceptance. If the respective insurer elects to acquire legal title to the property through the terms of their policy, Seller will not be obligated to pay the Broker a commission or consummate the sale. Seller will reimburse Broker for any property management expenses that were approved within sixty (60) calendar days of Seller receipt of invoices(s).
    - E. It is specifically agreed that the Seller shall not be obligated to pay any costs for such advertising and promotions, nor shall the Seller pay any additional commission or charges arising out of the Broker's cooperation with other Brokers.
    - F. Broker agrees not to accept an Earnest Money Deposit from the prior owner or any tenant occupying this Property without written approval of Seller.
    - G. Broker further agrees to maintain a current errors and omissions ("E&O") insurance policy, with minimum liability limits of \$1,000,000 which will provide Seller with insurance coverage in the event that Buyer, or anyone else makes a claim or institutes an action, whether judicial or non-judicial, against Seller alleging negligent conduct on the part of the Broker in connection with Broker's marketing and sale of the Property. Broker will cause said insurance policy to name Seller as an additional insured whenever possible. Immediately upon Broker's knowledge of a claim against Broker, or Seller, arising out of an alleged negligent act on the part of Broker in connection with Broker's marketing and sale of the Property, Broker will tender said claim to Broker's insurance carrier and request said insurance carrier to indemnify, defend and hold Seller harmless against said claim. Broker will provide to Seller confirmation that Broker has such a policy.
  27. Broker agrees to assume the care, custody and management of the Property, including, but not limited to, performing the following:
    - A. To inspect and secure the Property within twenty-four hours after receiving verbal or facsimile notice of the listing agreement from Seller.
    - B. To notify GMAC ResCap immediately if any Winterization is required at the Property.
    - C. To arrange for the supervised cleaning of the Property and repairs as Seller shall stipulate.
    - D. To notify immediately all utility and other applicable service companies to put services for the Property in name of the Broker. Broker shall be responsible for timely payment of all utility and service contract charges and shall submit receipted bills to Seller monthly, and final paid receipts within thirty (30) calendar days following the closing date. Seller agrees to reimburse Broker for such payments upon receipt by Seller of such paid receipts, on a monthly basis. Broker is responsible for turning off utilities at time of closing, or termination of Agreement.
    - E. To perform general property maintenance for the property (including, but not limited to, grass cutting, snow removal, cleaning, maintenance of heating and cooling systems, etc.) as directed or approved by Seller and submit to Seller a monthly statement with receipted bills for payment of Property maintenance expenses. All bills must be submitted no later than thirty (30) calendar days of closing. Seller shall not be obligated to pay any expenses or costs submitted after said date.
    - F. To inspect the Property at least once each week and take reasonable and prudent action to prevent any damage to the Property including, but not limited to, damage caused by fire, vandalism, and weather conditions, and notify Seller immediately by telephone in the event of any emergency or damage to the Property.
    - G. To research local records as to "Owner of Record", tax assessments, and any back taxes owing and provide this information to Seller with a Marketing Report.
    - H. Broker is responsible for maintaining accurate and complete records of all expenses paid and income received with respect to the Property, according to recognized accounting practices. Broker agrees to permit Seller or its representatives to examine and audit these records while this Agreement is in effect and for two years after the closing of any sale of the Property.
  28. All communications and inquiries regarding the Property, offers to purchase, sales contracts and this listing contract shall be directed by Broker to the Seller at its address set forth below. All offers to purchase, counter offers or other documents relating to the sale of property received by Broker shall be submitted to Seller within 24 hours of receipt, and Seller may accept, counter or reject offers to purchase the property at its sole discretion. Back up offers are encouraged and will be accepted on all properties under contract.

Seller and Broker acknowledge they have read and understand this Agreement, and have received a copy. This Agreement is null and void and with no legal effect unless the Broker signs and then returns the original agreement to Seller within two (2) calendar days from the date of this Agreement. This Agreement shall be considered binding upon the receipt by Seller of the Agreement appropriately executed by Broker.



Date: 10-02-09 at Dallas, TX  
Seller: GMAC RESCAP  
2711 N. Haskell Ave., Suite 900  
Dallas, TX 75204

Agent: JENNIFER CLARK  
2683 South Woodland Boulevard  
Deland FL 32720  
3867177100  
Status: PREFERRED

By: JARROD KURTRIGHT

10-02-09  
Date

By:

10-2-09  
Date

Send Listing Agreement: ☒ Yes ☐ No





**GMAC ResCap**

Asset No: 0601574159 Date: 08-11-09

**GMAC ResCap Addendum to Standard Purchase Contract**

This is an Addendum ("Addendum") to the Standard State Purchase Contract ("Contract"), on the "Property" known as  
 220 ARCHERS POINT LONGWOOD SEMINOLE FL 32779, in which,

Basil and Kimberly Clerk is referred to as "Buyer" and  
 GMAC ResCap is referred to as "Seller", and is hereby made a part of the  
 Contract.

Effect of addendum: In the event of any conflict between this Addendum, escrow instructions, and/or other documents attached to this Addendum such as the Standard State Purchase Contract, the terms of this Addendum shall prevail except as otherwise provided by law.

1. **Sellers Authority:** No contract for the sale of the Property shall be effective unless executed in writing by both Buyer and Seller. This Addendum, including the disclosure of information, or other disclosure forms or notices required by law or local custom, constitutes the entire contract between Buyer and Seller. This Addendum supersedes all previous communications, understandings, representations, warranties, covenants and contracts, whether written or oral, and there are no oral or other written contracts between Buyer and Seller. No oral promises, representations (express or implied) warranties or contracts made by Seller or broker or any person acting on behalf of Seller shall be deemed valid or binding upon Seller unless expressly included in this Addendum. All negotiations are merged into this Addendum. Any other written or verbal statements made by Seller, Seller's representatives or any real estate licensee, shall not obligate seller. No provision, term or clause of the Addendum shall be revised, modified, amended or waived except by an instrument in writing signed by Buyer and Seller.

Buyer is advised that Seller may be responding to multiple offers at once. Seller reserves the right to accept or reject each offer. Only a complete Standard Purchase Contract and Addendum, fully signed by the Buyer and Seller, will convey Seller's acceptance.

Buyer acknowledges that Seller acquired title by foreclosure, deed in lieu of foreclosure, or the purchase of an owned real estate asset ("REO") of the former mortgagee/lender. In the event any of the below conditions are met, at Seller's option and sole discretion, Seller may notify Buyer that the Addendum is canceled and the earnest money deposit shall be returned to Buyer as Buyer's sole remedy. Seller shall have no further obligation to Buyer in relation to the Addendum, including but not limited to reimbursement for any expenses.

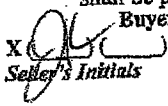
- a. If seller determines that it is unable to convey insurable title to the Property through a title insurance company selected by Seller at regular rates;
- b. If any third party, whether tenant, homeowner's association, mortgage insurance company or otherwise, exercises rights under a right of first refusal, option or similar right to purchase the Property;
- c. If Seller has transferred and conveyed the Property to a third party; or;
- d. If the Purchase Price is insufficient to pay the sum of the closing costs, taxes, commissions, and any liens on or obligations secured by the Property that Seller has agreed to pay hereunder;
- e. If a court of law overturns a foreclosure, trustee's sale, sheriff's sale or the like, or deed in lieu transaction, that results in Seller or its predecessor, successor or assign, taking title to the Property;
- f. If the Property is affected by an environmental hazard, as determined by Seller; or
- g. If Seller has received official notice that the Property is in violation of building codes or similar laws or regulations.

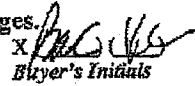
No Addendum for the sale of the Property shall be effective unless executed in writing by both Buyer and Seller.

2. **Purchase Price:** Total purchase price of \$ 384900

shall be paid to Seller in certified funds at the closing.

Buyer and Seller acknowledge receipt of a copy of this page, which constitutes Page 1 of 11 pages.

X   
 Seller's Initials

X   
 Buyer's Initials

3. **Initial Deposit:** Immediately following Seller's acceptance of the Addendum to the Standard Purchase Contract, escrow will be opened by both parties with an escrow agent designated by Seller. The "earnest money" deposited shall be in the amount of \$ 3500 and submitted to escrow within two (2) calendar days. **A COPY OF THE DEPOSIT CHECK MUST BE SUBMITTED WITH ADDENDUM. EARNEST MONEY DEPOSIT WILL BE MADE NON REFUNDABLE UNLESS WRITTEN DISAPPROVAL OF INSPECTION CONTINGENCY OR LOAN CONTINGENCY IS RECEIVED BY SELLER, IN WRITING, WITHIN SPECIFIED TIME.**
4. **Contingencies:** Buyer hereby affirms that the sale or refinancing of any real property owned by the buyer is not a contingency of this Addendum.
5. **Finance Terms:** The Purchase Addendum (check one): ☒ is ☐ is not contingent upon the Buyer obtaining financing for the purchase of the Property. If the Addendum is contingent on financing, the type of financing shall be the following (check one below):
- a. ☒ Conventional ☐ FHA ☐ VA: Seller shall pay a maximum of:


Description	Amount
Repairs Amount	
Home Warranty	0
Termite Amount	
Transfer Fees Amount	
Lender Required Repairs	
Credit in Lieu of Repairs	
Non Recurring Closing Costs	11310
State Transfer Tax	Yes
Down Payment Assistance	
Down Payment Assistance Program Fee	
Other Expense Description 1	
Other Expense 1	
Other Expense Description 2	
Other Expense 2	
Other Expense Description 3	
Other Expense 3	
<b>Total Concessions</b>	<b>11310.00</b>

Ad for by GMAE  
per Amendment

- i. If the Addendum is contingent upon financing, the Buyer shall present proof, satisfactory to the Seller, of the Buyer's prequalification for a mortgage loan in an amount and under terms sufficient for the Buyer to perform his obligations under the Addendum. The prequalification shall include, without limitation, a certification of prequalification (or a mortgage loan commitment) from a direct mortgage lender. The Buyer's submission of proof of prequalification, satisfactory to the Seller, is a

Buyer and Seller acknowledge receipt of a copy of this page, which constitutes Page 2 of 11 pages.

X   
Seller's Initials

X   
Buyer's Initials

condition precedent to the Seller's acceptance of the Addendum and failure of the Buyer to provide such proof prior to the Seller's execution of the Addendum may nullify the Seller's execution of the Addendum and render the Contract null and void. The Buyer shall complete and submit to a mortgage lender an application for a mortgage loan containing the terms set forth in the Terms and Conditions section of this Addendum within three (3) calendar days of mutual acceptance of this Addendum. Buyer shall employ diligent efforts to obtain a mortgage loan commitment within fourteen (14) calendar days of mutual acceptance of this Addendum. If, despite the Buyer's diligent efforts, the Buyer cannot obtain a mortgage loan commitment within such fourteen (14) calendar days, then either the Buyer or the Seller may terminate the Addendum by giving written notice to the other party, and this Addendum may be automatically terminated at the sole option of the Seller. In the event of the termination by Buyer, the Buyer's notice to Seller must include a copy of the loan application, proof of the application date, and a copy of the denial letter from the prospective lender. **Earnest money is considered non-refundable if buyer chooses not to terminate within the (14) calendar days.** In the event of a proper termination of the Addendum by Buyer under this paragraph, the earnest money deposit shall be returned to the Buyer and the parties shall have no further obligation to each other under the Addendum. The Buyer agrees to cooperate and comply with all requests for documents and information from the Buyer's chosen lender during the loan application process. Failure of the Buyer to comply with such requests from their chosen lender that results in the denial of the mortgage loan, or failure of the Buyer to provide proper notice to Seller in the event of termination by Buyer, shall constitute a breach of the Addendum. Seller shall be entitled to retain all earnest money deposited by Buyer with no additional signatures required.

- ii. Seller reserves the right to approve or disapprove of any requirements of an FHA/VA appraisal. If Lender requires any impound accounts, they shall be established per terms and conditions of loan and/or Lender and shall be paid by Buyer.
- b. ☐ **Cash Offer:** (If checked): The Addendum is not contingent upon financing. Buyer shall provide Seller proof of liquid funds on deposit in the United States sufficient to close this transaction. Such proof shall be provided prior to Seller's acceptance of this Addendum and shall be subject to Seller's approval.
- c. The Buyer is aware that the price and terms of this transaction were negotiated based on the type of financing selected by the Buyer. Any change to the loan type, terms or a change in the Buyer's lender after negotiations have been completed shall constitute a breach of the Addendum and Seller shall be entitled to retain all earnest money deposited by Buyer with no additional signatures required by buyer. Subject property shall remain in the MLS until closed and funded.
- d. **TIME IS OF THE ESSENCE; CLOSING DATE; PER DIEM:** This transaction shall close on or before 09-21-2009. Seller must approve any extension to the close of escrow date, requested by Buyer, in writing. The Seller may require Buyer to release a non-refundable 3% earnest money deposit directly to Seller for said extension in certified funds prior to signing of any amendments. In addition, Buyer agrees to pay Seller a non-refundable, per-diem fee in the amount of \$ 100 /day in certified funds prior to the signing of extension amendment, there is no automatic extension with this Addendum.
- e. Buyer shall deliver all funds due Seller in the form of certified check or wire transfer. Failure to deliver funds according to either of the previously mentioned methods shall be considered breach of the Addendum.
- f. (Firm name): LAW OFFICES OF DAVID J. STERN, P.A.  
Whose address is: 900 SO FINE ISLAND ROAD, SUITE 400 PLANTATION, FL  
Telephone No.: (954) 233-8000  
Closing Agent (Individual's Name): CONTRACTS@DSTERN.COM
- g. Additional Terms

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6. **CONDOMINIUM/PUD/HOMEOWNERS ASSOCIATION:** If the Property is a condominium, planned unit development, subject to a homeowner's association or co-operative, unless otherwise required by law, Buyer, at Buyer's own expense, is responsible for obtaining and reviewing the covenants, conditions, restrictions and/or bylaws of the relevant entity within seven (7) calendar days of Seller's delivery of executed Addendum to Buyer. Seller agrees to employ reasonable efforts to assist Buyer in obtaining a copy of said documents. If Buyer does not notify Seller in writing, within ten (10) days of Seller's acceptance it is deemed that the buyer accepts all said documents.
7. **CLOSING COSTS AND ADJUSTMENTS:**
- Buyer and Seller agree to prorate the following expenses as of the closing date: municipal water and sewer charges, utility charges, real estate taxes and assessments, common area charges, condominium or planned unit development or similar community assessments, and payments of homeowner's association special assessments. Payments not yet due and owing are the responsibility of the Buyer without credit towards the Purchase Price. All pro-rations will be calculated using the figures available at the time of closing. The day of the closing will be charged to Buyer. There will be no pro-rations or adjustments after closing. This provision shall survive delivery of the deed.
  - All other costs and expenses, including any cost, expense or transfer tax imposed by any state or local entity not otherwise addressed herein, including any tax or assessment imposed upon the Property for any period prior to the closing date due to a change in the use of the Property after the closing date, shall be paid by Buyer.
8. **INSURABLE TITLE:**
- Unless otherwise indicated below, Seller shall furnish Buyer, at its expense, a fee (owners) title policy issued by seller's choice of Title Company, with standard, base coverage for price. Buyer at its sole expense and election may obtain any endorsements and extended coverage's it desires but Seller is under no obligation to take any action or incur any costs related to such additional endorsements and coverage.
  - Buyers may choose to purchase title insurance from a different title company at their own expense. Buyer further agrees to cooperate with Seller's title/closing company at no extra expense to Seller. Seller agrees to deliver insurable title, and agrees to pay for the cost of the standard base Buyers' Owners' Policy of title insurance from seller's choice of title company (but with any endorsements or extended coverage being at Buyer's sole election and expense). In the event Buyer chooses to obtain their own fee (owners) policy and/or title exam, they shall order the same within three (3) calendar days of Seller executing the Addendum of sale, or all objections to title shall be waived.
  - Buyer must notify Seller's title/closing company of all title objections at least ten (10) calendar days before closing, or all objections to title shall be waived. If Seller cannot cure said objections after a good faith effort, or to do so would delay the closing beyond the original or any extended closing date, Buyer agrees to accept a fee (owners) title policy, as stated above, at Seller's expense. Regular rates must apply. Seller agrees to pay the premium for a fee (owners) title policy only if Seller's selected title agent issues the policy.
  - If a mortgagee policy is required, Buyer shall be responsible for payment of the full premium.
  - Seller shall not be obligated to remove any exception or to bring any action or proceeding or bear any expense in order to convey title to the Property or to make the title insurable, and any attempt by Seller to

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remove such title exceptions shall not impose an obligation upon Seller to remove those exceptions. Buyer acknowledges that Seller's title to the Property may be subject to court approval of a foreclosure action, result of a like or similar action, i.e. deed in lieu or as part of a purchase from a prior servicer, or to a mortgagor's right of redemption.

9. **FORM OF DEED:** The deed to be delivered at closing shall be a deed that covenants that grantor grants only that title which grantor may have and that grantor will only defend title against persons claiming by, through, or under the grantor, but not otherwise (which deed may be known as a Special Warranty, Limited Warranty, Quit Claim or Bargain and Sale Deed).

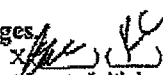
10. **SELLER DISCLOSURE; BUYER PURCHASING THE PROPERTY "AS IS":**

- a. Buyer understands that Seller has never lived in or on the Property. The Property is being sold and purchased in "as is - where is" condition without representations and warranties" expressed or implied. Buyer acknowledges that this Property was acquired by foreclosure, deed in lieu of foreclosure, or the purchase of a REO of the former mortgage/lender and may be exempt from certain state requirements regarding delivery of a state mandated Real Estate Transfer Disclosure Statement. Buyer acknowledges that they are not relying on any representations, statements, guarantees or warranties of any kind including, without limitation, the physical condition of the property and any improvements located thereon, or their suitability for any particular purpose or of merchantability. Buyer shall rely on its own investigations of the property in determining whether to acquire it. The provisions of this paragraph are a material part of the consideration for seller entering into this Addendum, and shall survive closing.
- b. If there is an enforcement proceeding arising from allegations of such violations before an enforcement board, special master, court of competent jurisdiction or similar enforcement body, and neither Buyer nor Seller terminate the Addendum, Buyer agrees to:
  - i. To accept the Property subject to the violations, AND
  - ii. Be responsible for compliance with the applicable code or regulation and with orders issued in any code enforcement proceeding, AND
  - iii. Resolve the deficiencies as soon as possible after the closing and funding, AND
  - iv. Buyer further agrees to indemnify Seller from all claims or liability arising from Buyer's breach of this section.
- c. Buyer hereby acknowledges that Seller may not be providing Buyer with a Real Estate Disclosure Statement and/or Certificate of Occupancy with respect to the Property. Buyer hereby waives any requirement that Seller furnished Buyer with any such disclosure statement and/or a Certificate of Occupancy and hereby releases Seller from all liability resulting from the non-delivery of such disclosure statement and/or Certificate of Occupancy where applicable.
- d. Buyer acknowledges that no personal property is included as part of the transaction unless expressly included in the Addendum. Buyer assumes full responsibility for any Personal Property remaining on the Property at the time of closing and funding and Personal Property sold by Seller shall be accepted by Buyer on an "as is, where is" basis without representation or warranty of any kind or nature, and specifically excluding any warranties of merchantability or fitness for any particular purpose.

11. **LEAD BASED PAINT AND LEAD BASED HAZARDS FOR PRE-1978 PROPERTIES:** Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase at the expense of the Buyer.

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Please check and initial:

Lead Based Paint Inspection is waived

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Lead Based Paint Inspection is not waived

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**12. BUYER'S DUTY TO INSPECT/TEST:**

- a. 5 calendar days after the Seller delivers executed Addendum to Buyer. Buyer shall have the right to inspect the Property.
- b. Although the property is sold "As is - Where is without representations or warranties", the Buyer has a right to inspect or to have the Property inspected by others on Buyer's behalf to determine the condition and existence of defects, if any. All inspections shall be at Buyer's sole expense. Seller recommends that Buyer secure such surveys, professional building inspection reports, inspections or other reports necessary to determine the presence of radon gas, lead based paint and/or lead based paint hazards, asbestos or other toxic or hazardous substances in or around the Property. Buyer should obtain any other reports and inspections, as they deem appropriate to determine the condition of the Property, its title, appliances, and other components.
- c. Buyer has the right to waive any or all inspections, including the inspection for lead based paint and/or lead based paint hazards.
- d. Mold, mildew, spores and/or other microscopic organisms and/or allergens (collectively referred to in this Addendum as "Mold") are environmental conditions that are common in residential properties and may affect the Property. Mold in some forms has been reported to be toxic and to cause serious physical injuries, including but not limited to allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons. Mold has also been reported to cause extensive damage to personal and real property. Mold may have been removed, remediated or covered in the course of any cleaning or repairing of the Property. The Buyer acknowledges that, if Seller or any of Seller's employees, contractors, or agents cleaned or repaired the Property or remediated mold contamination, Seller does not warrant the cleaning, repairs or remediation. Buyer accepts full responsibility for all hazards that may result from the presence of mold in or around the Property. The Buyer is satisfied with the condition of the Property, notwithstanding the past or present existence of mold in or around the Property, and Buyer has not in any way relied upon any representations of Seller, Seller's employees, officers, directors, contractors, or agents concerning the past or present existence of mold in or around the Property.
- e. **IF BUYER DOES NOT EXERCISE THESE RIGHTS, BUYER IS ACTING AGAINST THE RECOMMENDATION OF SELLER. BUYER UNDERSTANDS THAT ALTHOUGH CONDITIONS AND DEFECTS ARE OFTEN DIFFICULT TO LOCATE AND DISCOVER, ALL REAL PROPERTY AND IMPROVEMENTS MAY CONTAIN DEFECTS AND CONDITIONS WHICH ARE NOT READILY APPARENT AND WHICH MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER AND SELLER ARE AWARE THAT SELLER AND BROKERS DO NOT GUARANTEE AND IN NO WAY ASSUMES RESPONSIBILITY FOR THE CONDITION OF THE PROPERTY. BUYER IS ALSO AWARE THAT BUYER SHOULD EXERCISE REASONABLE CARE TO PROTECT AGAINST FACTS KNOWN TO, OR WITHIN THE DILIGENT ATTENTION AND OBSERVATION OF, THE BUYER.**

Please check and initial:

All other inspections are waived

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Buyers do not waive inspection right(s)

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**13. BUYER'S INSPECTION:**


- a. Buyer shall not directly or indirectly cause any inspection to be made by any government building or zoning inspector or government employee without the prior written consent of Seller.
- b. If the Property is located in a jurisdiction that requires a certificate of occupancy, smoke detector certification, septic certification, energy retrofit, or any similar certification or permit or any form of improvement or repair to the Property (collectively, "Permits and Repairs"), Buyer acknowledges and agrees that Buyer shall be responsible for obtaining any and all of the Permits and Repairs at Buyer's sole expense. Buyer shall obtain Seller's written consent prior to the commencement of any repairs to subject property. Buyer shall make application for all Permits and Repairs within three (3) calendar days of Seller's acceptance.
- c. Buyer shall be responsible for repair of damage or restoration of the Property required because of any inspection or tests Buyer(s) have performed personally or had performed on their behalf on the Property.
- d. Buyer acknowledges and agrees that Buyer and/or Buyer's contractor will not be granted access to the property prior to closing and funding for any repairs or alterations to the property. Should Buyer and/or Buyer's contractor unlawfully access the property prior to closing and funding for the purpose of repair or alterations, the Buyer will be in default of the terms of the Addendum. Under no circumstances will the Buyer and/or Buyer's contractor have any option for reimbursement of any repairs or alterations performed prior to closing and funding unless agreed upon in writing by all parties.

**14. BUYER'S INSPECTION RESULTS:**

- a. Although the Property is sold "As Is-Where Is Without Representations or Warranties", upon receipt of Buyer's inspection report(s), the Seller shall have seven (7) days after the date Seller receives Buyer's written notice of any defects, to advise Buyer or Buyer's attorney, in writing that Seller shall proceed under one of the following options:
  - i. Treat the condition and repair the defect at Seller's own expense. Buyer agrees to consummate the purchase transaction according to the terms of this Addendum; (in the case of lead based paint and/or lead based paint hazard remediation. Seller will provide Buyer with a certificate from a risk assessor or inspector demonstrating that the condition has been remedied before the date of closing). If Seller elects to make any such repairs to the Property, Seller shall notify Buyer after completion of the repairs and Buyer shall have three (3) calendar days from the date of notice to inspect the repairs and notify Seller of any disapproved items. Buyer's failure to disapprove in writing such repairs shall be deemed as Buyer's acceptance thereof. Under no circumstances shall Seller be required to make any repairs or treatments after the closing and funding date. OR
  - ii. Provide a credit to the Buyer for the cost of repair(s) agreed to by Buyer and Seller in writing, which shall be credited at closing, in which event Buyer agrees to consummate the purchase transaction according to the terms of this Addendum. OR
  - iii. To neither make repairs nor credit the Buyer at which time the Buyer, can terminate the purchase transaction and receive a refund of earnest money deposit. The Buyer however, may elect to consummate the purchase transaction, taking the Property in its "as is-where is" condition with whatever defects exist. To exercise this right, Buyer must provide Seller written notice of such intention within four (4) days from receipt of Seller's notice of its election.
- b. In addition, Buyer shall have the right to make a final inspection of the Property prior to closing to ensure that its condition has not deteriorated from the date of the Addendum (ordinary wear and tear excluded). Buyer acknowledges that the closing of this transaction deems Buyer's reaffirmation that Buyer is satisfied with the condition of the Property for all purposes and satisfied with all repairs and treatments to the Property. Buyer waives all claims related to condition, quality, repairs or treatments to the Property.
- c. Buyer assumes all risk of loss, damage or injury, which may arise because of, or may be in any way connected with, the presence of radon gas, asbestos or any other toxic or hazardous substance in or around the Property. Buyer fully and forever releases and discharges Seller, its officers, employees, agents and contractors, from any and all claims, liabilities, expenses and damages, whether now or hereafter known, which Buyers have or may hereafter have against Seller, its officers, employees, agents and contractors. Buyer releases and indemnifies Seller, its officers, employees, agents and contractors, from and against any loss, damage, expense (including attorney's fees), relating to any claim concerning the presence of radon gas, asbestos or other toxic or hazardous substances in or around the Property, or come in contact with the

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- Property, which claim is made by Buyer, or any person Buyer allows to reside in or about the Property or come in contact with the Property. This provision shall survive delivery of the Deed and the closing/funding.
- d. Buyer has read and understands such waivers, has voluntarily and knowingly consented to such waivers and agrees to bind thereby.

**15. CLOSING:**

- a. Either Seller and/or Buyer shall pay recording fees, escrow fees and other customary closing costs in the manner customary for residential real estate transactions in the metropolitan area or city in which the Property is located.
- b. Buyer understands and agrees that Seller may have entered into an arrangement with several title/closing companies for providing discounted title and escrow/closing services to Buyer and Seller. Seller assumes no liability for any actions or the failure to act by any title and/or escrow/closing company in connection with title and/or escrow/closing services provided to Buyer and/or Seller. Seller shall determine the physical location for the close of escrow.
- c. All closing and repair figures must be confirmed and approved by Seller or their closing agent in writing preferably forty-eight (48) hours in advance of closing. Closing date and time must be scheduled as soon as possible.


16. **REAL ESTATE COMMISSION:** Seller shall pay a real estate commission pursuant to the listing Addendum between Seller and Seller's listing broker. Seller will pay no other commissions. Commission to be paid on 373580 amount for commissions in accordance with the listing Addendum between Seller and Seller's listing broker and such commission shall only be deemed earned upon the closing and funding of this purchase transaction.

**17. SETTLEMENT AS FINAL:**

- a. Buyer's failure to notify Seller in writing of any defects within the time limits provided in this Addendum, and/or
- b. Acceptance of the Deed at settlement shall constitute Buyer's full acceptance of the condition of the Property and a waiver of Buyer's right to object to its condition or assert any claim related to the Property at any time in the future.
- c. This provision shall survive delivery of the Deed and the closing/funding.

**18. POSSESSION:**

- a. Possession shall be given to the Buyers at closing and funding. Buyer may not alter the Property, store anything on/in the Property, occupy the Property or permit others to use or occupy the Property prior to closing and funding unless approved in advance and in writing by Seller.
- b. Seller will provide keys in Seller's possession. Buyer is informed the Property is on a master key system. It is Buyer's responsibility to re-key the Property after funding. Garage door transmitters, security gate keys and/or cards, and mailbox key are not included in purchase price.
- c. **OCCUPANCY AND STATUS OF PROPERTY:** Seller, its representatives, agents and assigns shall not be responsible for evicting or relocating any tenants or occupants or personal property at the Property prior to or subsequent to the closing and funding unless otherwise specifically agreed to in writing by Seller.
  - i. Seller has no knowledge of security deposits and thus none will be transferred to Buyer at closing.
  - ii. Buyer agrees to assume all responsibility and liability for the refund of any security deposits to the tenants pursuant to the provisions of applicable laws and regulations and shall indemnify, defend and hold Seller harmless for any claims, litigation, costs, damages or expenses related to any dispute in connection with any security deposit after the closing and funding date.
  - iii. All rent due, payable, and collected from tenants for the month in which the closing and funding date occurs will not be prorated.
  - iv. Buyer acknowledges and agrees that the Property may be subject to the provisions of local rent control ordinances and regulations.
  - v. Buyer agrees that as of the closing and funding date all eviction proceedings and other duties and responsibilities of a property owner and landlord, including but not limited to those proceedings required for compliance with such local rent control ordinances and regulations, shall be Buyer's sole responsibility and at Buyer's sole cost.

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**19. WAIVERS:**

- a. As a material part of the consideration to be received by Seller under the Addendum as negotiated and agreed to by Buyer and Seller, Buyer waives the following:
- i. All rights to file and maintain an action against Seller for specific performance and any right to record a lis pendens against the property or to record or file the Addendum, this Addendum or any memorandum thereof in the official real property records;
  - ii. Any and all claims arising from the adjustments or pro-rations or errors in calculating the same that are or may be discovered after closing and funding;
  - iii. Any remedy of any kind, other than as expressly provided in this Addendum, to which Buyer might otherwise be entitled by law or in equity, whether based on mutual mistake of fact or law or otherwise;
  - iv. Any right to trial by jury, except as waiver thereof is prohibited by law, in any litigation arising from, or connected with or related to the Addendum;
  - v. Any claim for loss or damage, including, without limitation, indirect, special or consequential loss or damage arising from, based upon, due to or otherwise related to:
    1. Environmental conditions affecting the property, including but not limited to mold, lead paint, fuel oil, allergens or other toxic substances of any kind;
    2. Encroachments, easements, shortages in area or any other matter which would be disclosed or revealed by a survey or inspection of the property or search of public records.

In the event Buyer breaches any of the provisions described or contemplated under this Section, and a court finds that Buyer's legal action is without merit, Buyer shall pay all reasonable attorneys' fees and costs incurred by Seller in defending such action. Amount shall be in addition to any liquidated damages held or recovered pursuant to Section 1 of this Addendum. The provisions of this Section shall survive the closing/funding or termination of this Addendum.

**20. REMEDIES FOR DEFAULT:**

- a. In the event of Buyer's default, material breach or misrepresentation of any fact under the terms of the Addendum, Seller, at its option, may terminate the Addendum and retain the Earnest Money and any other funds paid by Buyer as liquidated damages. Seller may also invoke any other remedy expressly set forth in the Addendum (or allowed by law). Seller is automatically released from the obligation to sell the Property to Buyer. Neither Seller nor its representatives, agents, attorneys, successors or assigns shall be liable to Buyer for any damages of any kind because of Seller's failure to sell and convey the Property. Buyer acknowledges and agrees that by signing this Addendum, Seller shall have the right to retain or seek the release of the earnest money under this section, without any further action, consent or document from Buyer.
- b. Buyer acknowledges that in the event of termination of the Addendum except for (Buyer's breach), return of Buyer's Earnest Money will adequately and fairly compensates Buyer. Upon return of the Earnest Money to Buyer, the Addendum shall be terminated, and Buyer and Seller shall have no further liability, obligation, or responsibility to each other. Buyer agrees that Seller shall not be liable to Buyer for any special, consequential or punitive damages whatsoever, whether in Addendum, tort (including negligence and strict liability) or any other legal or equitable principle.

**21. INDEMNIFICATION:**

- a. Buyer agrees to indemnify and fully protect, defend and hold Seller, its officers, directors, employees, shareholders, servicers, representatives, agents, attorneys, tenants, brokers, successors and assigns harmless from and against any and all claims, costs, liens, loss, damages, attorneys' fees and expenses of every kind and nature that may be sustained by or made against Seller, its officers, directors, employees, shareholders, servicers, representatives, agents, attorneys, tenants, brokers, successors or assigns, resulting from or arising out of:
- i. Inspections or repairs made by Buyer or its agents, employees, contractors, successors or assigns;
  - ii. The imposition of any fine or penalty imposed by any governmental entity resulting from Buyer's failure to timely obtain any permits, approvals, repairs or inspections or to comply with all applicable laws, rules, ordinances and regulations;

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- iii. Claims for amounts due and owing by Seller for taxes, homeowner's association dues or assessment, or any other terms prorated at closing under Section 4 of this Addendum;
  - iv. Buyer or Buyer's tenants, agents or representative's who use or occupy the Property prior to closing and funding.
  - v. All indemnities described in this Addendum (including this Section 18) shall survive the closing and funding or termination of the Addendum.
22. **RISK OF LOSS:** In the event of fire, destruction or other casualty loss to the Property after Seller's acceptance of the Addendum and prior to closing and funding, Seller may, at its sole discretion, repair or restore the Property, or Seller may terminate the Addendum. If Seller elects to repair or restore the Property, then Seller may, at its sole discretion, limit the amount to be expended. If Seller elects to repair or restore the Property, Buyer's sole and exclusive remedy shall be either to acquire the Property in its then current condition at the Purchase Price with no reduction thereof because of such loss or terminate the Addendum and receive a refund of any Earnest Money. Buyer must notify Seller within three (3) days of notification that work has been completed of their intent to proceed with purchase or termination of Addendum. If Seller elects not to repair or restore the Property then Buyer has the option to purchase the property in its current condition or terminate the Addendum and receive a refund of Earnest Money as their sole remedy.
23. **EMINENT DOMAIN:** In the event that Seller's interest in the Property, or any part thereof, shall have been taken by eminent domain or shall be in the process of being taken on or before the closing date, either party may terminate the Addendum and the Earnest Money shall be returned to Buyer and neither party shall have any further rights or liabilities hereunder.
24. **SEVERABILITY:** The invalidity, illegality or enforceability of any provision of the Addendum shall not affect the validity or enforceability of any other provision of the Addendum, all of which shall remain in full force and effect.
25. **ASSIGNMENT OF ADDENDUM:** Buyer shall not assign the option to purchase without the express written consent of Seller. Seller at its sole discretion may assign the Addendum without prior notice to, or consent of, Buyer.
26. **GENDER:** Unless the context otherwise requires, singular nouns and pronouns, when used herein, shall be deemed to include the plural of such nouns or pronouns, and pronouns of one gender shall be deemed to include the equivalent pronoun of the other gender.
27. **FORCE MAJEURE:** No party shall be responsible for delays or failure of performance resulting from acts of God, riots, acts of war, epidemics, power failures, acts of terrorism, earthquakes or other disasters, providing such delay or failure of performance could not have been prevented by reasonable precautions and cannot reasonably be circumvented by such party through use of alternate sources, workaround plans or other means.
28. **NOTICES:** All notices required to be given under the Addendum shall be deemed to have been delivered when actually received in the case of hand or overnight delivery, electronic mail or by fax with confirmation of transmission.
29. **ATTORNEY REVIEW:** Buyer acknowledges that Buyer has had the opportunity to consult with its legal counsel regarding the Agreement to Purchase. Accordingly, the terms of the Agreement are not to be construed against any party because that party drafted the Addendum and Addendum or construed in favor of any party because that party failed to understand the legal effect of the provisions of the Addendum.
30. **ADDITIONAL TERMS OR CONDITIONS:**
- a. This Addendum is subject to mortgage insurance approval and investor approval.
  - b. Subject property will remain in MLS until transaction is closed and funded.
  - c. This Addendum to Standard Purchase Addendum is subject to Seller's receipt of Buyer's fully executed Standard State Purchase Contract.

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Buyer and Seller acknowledge receipt of a copy of this page, which constitutes Page 10 of 11 pages.

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31. **EXPIRATION:** Unless Buyer's written acceptance of this GMAC ResCap Addendum to Standard Purchase Addendum, copy of earnest money payment and proof of funding is received by the Seller via fax or electronic mail within 48 hours of 08-11-09, this Addendum to Standard Purchase Contract and original Purchase Addendum referenced above, shall be deemed revoked and earnest money deposit shall be returned to the Buyer.

Buyer and Seller acknowledge receipt and acceptance of all of the terms above by signature below.

Buyer Basil W. Cleek Date 8/11/09  
Print Name (or name of Company) BASIL W. CLEEK  
Buyer Kim Cleek Date 8/11/09  
Print Name (or name of Company) Kim Cleek

Attorney Information (if applicable)

Name / Contact \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Facsimile \_\_\_\_\_

Seller James K. St. J. Date 8-19-09

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X JK Seller's Initials X WLC Buyer's Initials

**GMAC ResCap**

2711 N. Haskell Ave., Suite 900  
Dallas, TX 75204  
800-750-0011

**Amendment to Contract**

Property Address: 220 Archers Pointe

Asset #:

Primary Residence Purchase

Seller will pay 3% of final sales price towards buyer's closing cost if buyer closes the transaction through GMAC Mortgage financing. Additionally, Seller will provide a 1 year Basic Home Warranty with First American Home Protection not to exceed \$600. Buyer may purchase additional optional coverage at buyer's expense.

If buyer chooses not to close the transaction through GMAC Mortgage buyers forfeit the 3% in buyer's paid closing costs, and seller paid Basic Home Warranty.

Contracts must be accompanied by GMAC financing approval letter in order to receive 3% in buyer's closing costs.

This amendment supersedes all contracts/agreements including GMAC ResCap Rider/Addendum or State Contract.

Offer applies to primary residence only. Not valid for vacation, second or investment properties. Contact your GMAC Mortgage Loan officer for complete details as the seller paid concessions may still be available.

Accepted and Acknowledged:

Seller:

By:

Its:

Date:

Garrod K. Knight  
Garrod K. Knight  
GMAC Asset Manager  
8/19/09

Buyer:

Print Name:

Date:

Buyer:

Print Name:

Date:

Basil W. Cheek  
Basil W. Cheek  
8/4/09  
Kim Cheek  
Kim Cheek  
8/4/09

Seller and Broker acknowledge receipt of a copy of this page  
Seller Authorized Initials ( ) X Broker's Initials ( )

KE

**Addendum to Contract**Date: 8/5/09Property Address: 220 Archers Pointe Longwood, FL 32779Buyer's Name: Basil Clerk

Seller's Name: Owner of Record

The buyer and seller hereby agree to incorporate the following into the contract for sale and purchase:

Buyer agrees to pay a \$250 transaction fee to Total Realty Corp. which includes the seller required website submission of their offer/contract and website fees. This fee is non-refundable and will be paid at the time of closing.

Buyer acknowledges they are responsible for obtaining any homeowner association documents including but not limited to covenants and restrictions of the subdivision.

Basil Clerk  
Buyer8-11-09  
DateKim Clerk  
Buyer8/11/09  
DateJanod Clerk  
Seller8-19-09  
Date

# "As Is" Contract for Sale and Purchase

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

# "As-Is"

**COLDWELL  
BANKER®**

RESIDENTIAL REAL ESTATE

THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

- 1\* PARTIES: Owner of Record ("Seller").  
 2\* and Basil & Kimberly Cline ("Buyer").  
 3 hereby agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property")  
 4 pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract").
- 5 I. DESCRIPTION:  
 6\* (a) Legal description of the Real Property located in Seminole County, Florida:  
 7\*  
 8\* (b) Street address, city, zip, of the Property: 220 Archer's Pointe Longwood, FL 32779  
 9 (c) Personal Property includes existing range(s), refrigerator(s), dishwasher(s), ceiling fan(s), light fixture(s), and window treatment(s)  
 10 unless specifically excluded below.  
 11\* Other items included are:  
 12\*  
 13\* Items of Personal Property (and leased items, if any) excluded are:  
 14\*
- 15\* II. PURCHASE PRICE (U.S. currency): \$384,900  
 16 PAYMENT:  
 17\* (a) Deposit held in escrow by Coldwell Banker ("Escrow Agent") in the amount of (check subject to clearance) \$3500.  
 18\* Escrow Agent's address: 2100 W. 434 \* 100 Longwood, FL 32779 Phone: 407-682-2600  
 19\* (b) Additional escrow deposit to be made to Escrow Agent within \_\_\_\_\_ days after Effective Date in the amount of \_\_\_\_\_  
 20\* (c) Financing in the amount of ("Loan Amount") see Paragraph IV below \$8000  
 21\* (d) Other \_\_\_\_\_  
 22\* (e) Balance to close by cash, wire transfer or LOGALLY DRAWN cashier's or official bank check(s), subject  
 23\* to adjustments or prorations \$381,400.  
\$373,500.
- 24\* III. TIME FOR ACCEPTANCE OF OFFER AND COUNTEROFFERS; EFFECTIVE DATE:  
 25 (a) If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or  
 26\* before 8/15/09, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. Unless otherwise  
 27 stated, the time for acceptance of any counteroffers shall be 2 days from the date the counteroffer is delivered.  
 28 (b) The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed or initialed this offer or the  
 29 final counteroffer. If such date is not otherwise set forth in this Contract, then the "Effective Date" shall be the date determined above for  
 30 acceptance of this offer or, if applicable, the final counteroffer.
- 31 IV. FINANCING:  
 32\* ☐ (a) This is a cash transaction with no contingencies for financing;  
 33\* ☒ (b) This Contract is contingent on Buyer obtaining written loan commitment which confirms underwriting loan approval for a loan to purchase  
 34\* the Property ("Loan Approval") within \_\_\_\_\_ days (if blank, then 30 days) after Effective Date ("Loan Approval Date") for (CHECK ONLY  
 35\* ONE): ☒ a fixed; ☐ an adjustable; or ☐ a fixed or adjustable rate loan, in the Loan Amount (See Paragraph II.(c)) at an initial interest rate not to  
 36\* exceed \_\_\_\_\_%, and for a term of \_\_\_\_\_ years. Buyer will make application within \_\_\_\_\_ days (if blank, then 5 days) after Effective Date.  
 37 BUYER: Buyer shall use reasonable diligence to: obtain Loan Approval; notify Seller in writing of receipt of Loan Approval by Loan Approval  
 38 Date; satisfy terms of the Loan Approval; and close the loan. Loan Approval which requires a condition related to the sale of other property shall not  
 39 be deemed Loan Approval for purposes of this subparagraph. Buyer shall pay all loan expenses. Buyer authorizes the mortgage broker(s) and  
 40 lender(s) to disclose information regarding the conditions, status, and progress of loan application and Loan Approval to Seller, Seller's attorney, real  
 41 estate licensee(s), and Closing Agent.  
 42 SELLER: If Buyer does not deliver to Seller written notice of Loan Approval by Loan Approval Date, Seller may thereafter cancel this Contract by  
 43 delivering written notice ("Seller's Cancellation Notice") to Buyer, but not later than seven (7) days prior to Closing. Seller's Cancellation Notice shall  
 44 notify Buyer that Buyer has three (3) days to deliver to Seller written notice waiving this Financing contingency, or the Contract shall be cancelled.  
 45 DEPOSIT(S) (for purposes of this Financing Paragraph IV(b) only): If Buyer has used reasonable diligence but does not obtain Loan Approval  
 46 by Loan Approval Date, and thereafter either party elects to cancel this Contract, the deposit(s) shall be returned to Buyer. If Buyer obtains Loan  
 47 Approval or waives this Financing contingency, and thereafter the Contract does not close, then the deposit(s) shall be paid to Seller; provided how-  
 48 ever, if the failure to close is due to: (i) Seller's failure or refusal to close or Seller otherwise fails to meet the terms of the Contract, or (ii) Buyer's  
 49 lender fails to receive and approve an appraisal of the Property in an amount sufficient to meet the terms of the Loan Approval, then the deposit(s)  
 50 shall be returned to Buyer.  
 51\* ☐ (c) Assumption of existing mortgage (see rider for terms); or  
 52\* ☐ (d) Purchase money note and mortgage to Seller (see "AS IS" Standards B and K and riders; addenda; or special clauses for terms).
- 53\* V. TITLE EVIDENCE: At least \_\_\_\_\_ days (if blank, then 5 days) before Closing a title insurance commitment with legible copies of instruments listed as  
 54 exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see Standard A for terms) shall be obtained by:  
 55\* (CHECK ONLY ONE): ☒ (1) Seller, at Seller's expense and delivered to Buyer or Buyer's attorney; or  
 56\* ☐ (2) Buyer at Buyer's expense.  
 57\* (CHECK HERE): ☐ If an abstract of title is to be furnished instead of title insurance, and attach rider for terms.
- 58\* VI. CLOSING DATE: This transaction shall be closed and the closing documents delivered on Sept. 4, 2009 ("Closing"), unless  
 59 modified by other provisions of this Contract. In the event of extreme weather or other conditions or events constituting "force majeure", Closing will be  
 60 extended a reasonable time until: (i) restoration of utilities and other services essential to Closing, and (ii) availability of Hazard, Wind, Flood, or Homeowners'  
 61 insurance. If such conditions continue more than \_\_\_\_\_ days (if blank, then 14 days) beyond Closing Date, then either party may cancel this Contract.

Subject to Seller's Addendum

62 VII. RESTRICTIONS; EASEMENTS; LIMITATIONS: Seller shall convey marketable title subject to: comprehensive land use plans, zoning,  
 63 restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise  
 64 common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; unplatted public utility easements of record  
 65 (located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side  
 66 lines); taxes for year of Closing and subsequent years; and assumed mortgages and purchase money mortgages, if any (if additional items, see  
 67\* addendum); provided, that there exists at Closing no violation of the foregoing and none prevent use of the Property for residential  
 68\* purpose(s).

69 VIII. OCCUPANCY: Seller shall deliver occupancy of Property to Buyer at time of Closing unless otherwise stated herein. If Property is intended  
 70 to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to "AS IS" Standard  
 71 F. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and  
 72 liable for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy.

73 IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions, riders and addenda shall control all printed  
 74 provisions of this Contract in conflict with them.

75\* X. ASSIGNABILITY: (CHECK ONLY ONE) Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may  
 76\* assign but not be released from liability under this Contract; or ☒ may not assign this Contract.

77 XI. DISCLOSURES:

78 (a) The Property may be subject to unpaid special assessment lien(s) imposed by a public body ("public body" does not include a  
 79 Condominium or Homeowners' Association). Such lien(s), if any, whether certified, confirmed and ratified, pending, or payable in installments,  
 80\* as of Closing, shall be paid as follows: ☒ by Seller at closing ☐ by Buyer (if left blank, then Seller at Closing). If the amount of any  
 81 assessment to be paid by Seller has not been finally determined as of Closing, Seller shall be charged at Closing an amount equal to the  
 82 last estimate or assessment for the improvement by the public body.

83 (b) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to per-  
 84 sons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida.  
 85 Additional information regarding radon or radon testing may be obtained from your County Public Health unit.

86 (c) Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information  
 87 regarding mold, Buyer should contact an appropriate professional.

88 (d) Buyer acknowledges receipt of the Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

89 (e) If the Real Property includes pre-1978 residential housing then a lead-based paint rider is mandatory.

90 (f) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.

91 (g) BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIA-  
 92 TION/COMMUNITY DISCLOSURE.

93 (h) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF  
 94 PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR  
 95 PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU  
 96 HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

97 XII. MAXIMUM REPAIR COSTS: ~~DELETED~~

98\* XIII. HOME WARRANTY: ☐ Seller ☐ Buyer ☒ N/A will pay for a home warranty plan issued Buyer

99\* at a cost not to exceed \$ 5,000

100\* XIV. INSPECTION PERIOD AND RIGHT TO CANCEL: (a) Buyer shall have 10 days from Effective Date ("Inspection Period") within  
 101 which to have such inspections of the Property performed as Buyer shall desire and utilities service shall be made available by the  
 102 Seller during the Inspection Period; (b) Buyer shall be responsible for prompt payment for such inspections and repair of damage  
 103 to and restoration of the Property resulting from such inspections and this provision (b) shall survive termination of this Contract;  
 104 and (c) if Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may cancel this Contract  
 105 by delivering facsimile or written notice of such election to Seller prior to the expiration of the Inspection Period. If Buyer timely  
 106 cancels this Contract, the deposit(s) paid shall be immediately returned to Buyer; thereupon, Buyer and Seller shall be released  
 107 of all further obligations under this Contract, except as provided in this Paragraph XIV. Unless Buyer exercises the right to cancel  
 108 granted herein, Buyer accepts the Property in its present physical condition, subject to any violation of governmental, building,  
 109 environmental, and safety codes, restrictions or requirements and shall be responsible for any and all repairs and improvements  
 110 required by Buyer's lender.

111 XV. RIDERS; ADDENDA; SPECIAL CLAUSES: CHECK those riders which are applicable AND are attached to and made part of this Contract

112\* ☐ CONDOMINIUM ☐ VAFHA ☒ HOMEOWNERS' ASSN. ☒ LEAD-BASED PAINT ☐ COASTAL CONSTRUCTION CONTROL LINE

113\* ☐ INSULATION ☐ EVIDENCE OF TITLE (SOUTH FLORIDA CONTRACTS) ☐ Other Comprehensive Rider Provisions ☐ Addenda

114\* Special Clauses(s):

115\* Property must appraise at or above purchase price.

116\* \_\_\_\_\_

117\* \_\_\_\_\_

118\* \_\_\_\_\_

119\* \_\_\_\_\_

120\* \_\_\_\_\_

121\* \_\_\_\_\_

122\* \_\_\_\_\_

123\* \_\_\_\_\_

124\* \_\_\_\_\_

125\* \_\_\_\_\_

126 XVI. "AS IS" STANDARDS FOR REAL ESTATE TRANSACTIONS ("AS IS" Standards): Buyer and Seller acknowledge receipt of a copy of  
 127 "AS IS" Standards A through Z on the reverse side or attached, which are incorporated as part of this Contract.

128  
129

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD,  
SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

130 THIS "AS IS" FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR.  
131 Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a  
132 particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining  
133 positions of all interested persons.  
134 AN ASTERISK FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

135\* Paul M. Clark 8-04-09 David L. Smith 8-19-09  
136 (BUYER) (DATE) (SELLER) (DATE)  
137\* Kim Clark 8/4/09  
138\* (BUYER) (DATE) (SELLER) (DATE)  
139\* Buyers' address for purposes of notice \_\_\_\_\_  
140\* \_\_\_\_\_  
141\* \_\_\_\_\_ Phone \_\_\_\_\_

142 BROKERS: The brokers (including cooperating brokers, if any) named below are the only brokers entitled to compensation in connection with  
143 this Contract

144\* Name: Coldwell Banker 376  
145 Cooperating Brokers, if any Rachel M. Mince Listing Broker \_\_\_\_\_



**"AS-IS" STANDARD FOR REAL ESTATE TRANSACTIONS**

**A. TITLE INSURANCE:** The Title Commitment shall be issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price, insuring Buyer's marketable title to the Real Property, subject only to matters contained in Paragraph VII and those to be discharged by Seller at or before Closing. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving the Title Commitment to examine it, and if title is found defective, notify Seller in writing specifying defect(s) which render title unmarketable. Seller shall have 30 days from receipt of notice to remove the defects, failing which Buyer shall, within 5 days after expiration of the 30 day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall be returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) within the time provided. If, after diligent effort, Seller is unable to timely correct the defects, Buyer shall either waive the defects, or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract. If Seller is to provide the Title Commitment and it is delivered to Buyer less than 5 days prior to Closing, Buyer may extend Closing so that Buyer shall have up to 5 days from date of receipt to examine same in accordance with this "AS IS" Standard.

**B. PURCHASE MONEY MORTGAGE; SECURITY AGREEMENT TO SELLER:** A purchase money mortgage and mortgage note to Seller shall provide for a 30 day grace period in the event of default if a first mortgage and a 15 day grace period if a second or lesser mortgage; shall provide for right of prepayment in whole or in part without penalty; shall permit acceleration in event of transfer of the Real Property; shall require all prior liens and encumbrances to be kept in good standing; shall forbid modifications of, or future advances under, prior mortgage(s); shall require Buyer to maintain policies of insurance containing a standard mortgagee clause covering all improvements located on the Real Property against fire and all perils included within the term "extended coverage endorsements" and such other risks and perils as Seller may reasonably require, in an amount equal to their highest insurable value; and the mortgage, note and security agreement shall be otherwise in form and content required by Seller, but Seller may only require clauses and coverage customarily found in mortgages, mortgage notes and security agreements generally utilized by savings and loan institutions or state or national banks located in the county wherein the Real Property is located. All Personal Property and leases being conveyed or assigned will, at Seller's option, be subject to the lien of a security agreement evidenced by recorded or filed financing statements or certificates of title. If a balloon mortgage, the final payment will exceed the periodic payments thereon.

**C. SURVEY:** Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Real Property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulations, the same shall constitute a title defect.

**D. WOOD DESTROYING ORGANISMS: DELETED**

**E. INGRESS AND EGRESS:** Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described in Paragraph VII hereof and title to the Real Property is insurable in accordance with "AS IS" Standard A without exception for lack of legal right of access.

**F. LEASES:** Seller shall at least 10 days before Closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letter from each tenant, the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenant to confirm such information. If the terms of the leases differ materially from Seller's representations, Buyer may terminate this Contract by delivering written notice to Seller at least 5 days prior to Closing. Seller shall, at Closing, deliver and assign all original leases to Buyer.

**G. LIENS:** Seller shall furnish to Buyer at time of Closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement, claims of lien or potential liens known to Seller and further attesting that there have been no improvements or repairs to the Real Property for 90 days immediately preceding date of Closing. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at the Closing of this Contract.

**H. PLACE OF CLOSING:** Closing shall be held in the county wherein the Real Property is located at the office of the attorney or other closing agent ("Closing Agent") designated by the party paying for title insurance, or, if no title insurance, designated by Seller.

**I. TIME:** Calendar days shall be used in computing time periods except periods of less than six (6) days, in which event Saturdays, Sundays and state or national legal holidays shall be excluded. Any time periods provided for herein which shall end on a Saturday, Sunday, or a legal holiday shall extend to 5:00 p.m. of the next business day. Time is of the essence in this Contract.

**J. CLOSING DOCUMENTS:** Seller shall furnish the deed, bill of sale, certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leases, tenant and mortgagee-estoppel letters and corrective instruments. Buyer shall furnish mortgage, mortgage note, security agreement and financing statements.

**K. EXPENSES:** Documentary stamps on the deed and recording of corrective instruments shall be paid by Seller. All costs of Buyer's loan (whether obtained from Seller or third party), including, but not limited to, documentary stamps and intangible tax on the purchase money mortgage and any mortgage assumed, mortgagee title insurance commitment with related fees, and recording of purchase money mortgage, deed and financing statements shall be paid by Buyer. Unless otherwise provided by law or rider to this Contract, charges for related closing services, title search, and closing fees (including preparation of closing statement), shall be paid by the party responsible for furnishing the title evidence in accordance with Paragraph V.

**L. PRORATIONS; CREDITS:** Taxes, assessments, rent, interest, insurance and other expenses of the Property shall be prorated through the day before Closing. Buyer shall have the option of taking over existing policies of insurance. If assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing, or occupancy, if occupancy occurs before Closing. Advance rent and security deposits will be credited to Buyer. Escrow deposits held by mortgagees will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties; failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of current year's tax bill.

**M. (RESERVED - Purposely left blank)**

**N. INSPECTION AND REPAIR: DELETED**

**O. RISK OF LOSS:** If, after the Effective Date, the Property is damaged by fire or other casualty ("Casualty Loss") before Closing and cost of restoration (which shall include the cost of pruning or removing damaged trees) does not exceed 1.5% of the Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to the terms of this Contract, and if restoration is not completed as of Closing, restoration costs will be escrowed at Closing. If the cost of restoration exceeds 1.5% of the Purchase Price, Buyer shall either take the Property as is, together with the 1.5% or receive a refund of deposit(s) thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be the cost of pruning or removal.

**P. CLOSING PROCEDURE:** The deed shall be recorded upon clearance of funds. If the title agent insures adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow and closing procedure required by this "AS IS" Standard shall be waived. Unless waived as set forth above the

Subject to Seller's Addendum

**"AS-IS" STANDARD FOR REAL ESTATE TRANSACTIONS (CONTINUED)**

218 following closing procedures shall apply: (1) all closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 5 days after Closing; (2)  
 219 If Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5 day period, notify Seller in writing of the defect and Seller shall have 30  
 220 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, all deposits and closing funds shall, upon written demand  
 221 by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real  
 222 Property and reconvey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund, Buyer shall take title  
 223 as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale  
 224 Q. ESCROW: Any Closing Agent or escrow agent (collectively "Agent") receiving funds or equivalent is authorized and agrees by acceptance of them to deposit  
 225 them promptly; hold same in escrow and, subject to clearance, disburse them in accordance with terms and conditions of this Contract. Failure of funds to  
 226 clear shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of this Contract, Agent may, at Agent's option, con-  
 227 tinue to hold the subject matter of the escrow until the parties hereto agree to its disbursement or until a judgment of a court of competent jurisdiction shall  
 228 determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a  
 229 party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall  
 230 fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with  
 231 provisions of Chapter 475, F.S., as amended. Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in  
 232 any suit wherein Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with these amounts to be  
 233 paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. The Agent shall not be liable to  
 234 any party or person for misdelivery to Buyer or Seller of items subject to the escrow, unless such misdelivery is due to willful breach of the provisions of this  
 235 Contract or gross negligence of Agent.  
 236 R. ATTORNEY'S FEES; COSTS: In any litigation, including breach, enforcement or interpretation, arising out of this Contract, the prevailing party in such litigation,  
 237 which, for purposes of this "AS IS" Standard, shall include Seller, Buyer and any brokers acting in agency or nonagency relationships authorized by Chapter 475,  
 238 F.S., as amended, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.  
 239 S. FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all deposits, the deposit(s) paid by Buyer  
 240 and deposit(s) agreed to be paid, may be recovered and retained by and for the account of Seller as agreed upon liquidated damages, consideration for the  
 241 execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at  
 242 Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable  
 243 after diligent effort, Seller fails, neglects or refuses to perform this Contract, Buyer may seek specific performance or elect to receive the return of Buyer's  
 244 deposit(s) without thereby waiving any action for damages resulting from Seller's breach.  
 245 T. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; COPIES: Neither this Contract nor any notice of it shall be recorded in any public records.  
 246 This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one  
 247 gender shall include all. Notice and delivery given by or to the attorney or broker representing any party shall be as effective as if given by or to that party. All  
 248 notices must be in writing and may be made by mail, personal delivery or electronic media. A legible facsimile or electronic (including "pdf") copy of this  
 249 Contract and any signatures hereon shall be considered for all purposes as an original.  
 250 U. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as  
 251 appropriate to the status of Seller, subject only to matters contained in Paragraph VII and those otherwise accepted by Buyer. Personal Property shall, at the  
 252 request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.  
 253 V. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No  
 254 modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound by it  
 255 W. SELLER DISCLOSURE: (1) There are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or  
 256 which have not been disclosed to Buyer; (2) Seller extends and intends no warranty and makes no representation of any type, either express or implied,  
 257 as to the physical condition or history of the Property; (3) Seller has received no written or verbal notice from any governmental entity or agency as to  
 258 a currently uncorrected building, environmental or safety code violation; (4) Seller has no knowledge of any repairs or improvements made to the  
 259 Property without compliance with governmental regulation which have not been disclosed to Buyer.  
 260 X. PROPERTY MAINTENANCE; PROPERTY ACCESS; ASSIGNMENT OF CONTRACTS AND WARRANTIES: Seller shall maintain the Property, including, but  
 261 not limited to lawn, shrubbery, and pool in the condition existing as of Effective Date, ordinary wear and Casualty Loss excepted. Seller shall, upon reasonable  
 262 notice, provide utilities service and access to the Property for appraisal and inspections, including a walk-through prior to Closing, to confirm that all items of  
 263 Personal Property are on the Real Property and that the Property has been maintained as required by this "AS IS" Standard. Seller will assign all assignable repair  
 264 and treatment contracts and warranties to Buyer at Closing.  
 265 Y. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with Closing or deferred) with respect to the Property  
 266 under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including the  
 267 execution of documents; provided (1) the cooperating party shall incur no liability or expense related to the Exchange and (2) the Closing shall not be contingent  
 268 upon, nor extended or delayed by, such Exchange.  
 269 Z. BUYER WAIVER OF CLAIMS: Buyer waives any claims against Seller and, to the extent permitted by law, against any real estate licensee involved in  
 270 the negotiation of the Contract, for any defects or other damage that may exist at Closing of the Contract and be subsequently discovered by the Buyer  
 271 or anyone claiming by, through, under or against the Buyer.  
 272

## 57 ( ) ( ) ( ) A. Condominium Association (CONTINUATION)

58 (9) Hazard Insurance: After closing, Buyer may be required to provide the Association with evidence of a currently effective policy of  
 59 hazard and liability insurance upon request of the Association. If Buyer fails to provide the Association with a certificate of insurance  
 60 within 30 days of the Association's request, the Association may purchase a policy on behalf of Buyer and impose an assessment for  
 61 the cost of such policy.

62 (10) Condominium Governance: PURSUANT TO SECTION 718.503, FLORIDA STATUTES, BUYER IS ENTITLED TO RECEIVE  
 63 FROM THE SELLER A COPY OF A GOVERNANCE FORM PROVIDED BY THE DIVISION OF FLORIDA CONDOMINIUMS.  
 64 TIMESHARES AND MOBILE HOMES SUMMARIZING THE GOVERNANCE OF CONDOMINIUM ASSOCIATIONS.

65 (11) Buyer Acknowledgment / Seller Disclosure: (Check whichever applies)

66 ☐ THE BUYER HEREBY ACKNOWLEDGES THAT BUYER HAS BEEN PROVIDED A CURRENT COPY OF THE DECLARATION OF  
 67 CONDOMINIUM, ARTICLES OF INCORPORATION OF THE ASSOCIATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF  
 68 THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT MORE  
 69 THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, PRIOR TO EXECUTION OF THIS CONTRACT.

70 ☐ THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3  
 71 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE  
 72 BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION,  
 73 BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND  
 74 FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF SO REQUESTED IN WRITING. ANY PURPORTED WAIVER OF THESE  
 75 VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 3  
 76 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE BUYER RECEIVES THE DECLARATION, ARTICLES OF  
 77 INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL  
 78 INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF REQUESTED IN WRITING. BUYER'S RIGHT TO  
 79 VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

80 ☐ B. Homeowners' Association: The Property is located in a community with a ☐ voluntary  
 81 ☐ mandatory (see the disclosure summary below) homeowners' association ("Association"). Seller's warranty under Paragraph 8 of  
 82 the Contract and risk of loss under Paragraph 9 or Paragraph H of the Comprehensive Addendum (if applicable) extend only to the  
 83 Property and does not extend to common areas or facilities described below.

84 Notice: Association documents may be obtained from the county record office or, if not public record, from the developer or Association  
 85 manager. The Property may be subject to recorded restrictive covenants governing the use and occupancy of properties in the  
 86 community and may be subject to special assessments.

87 (1) Association Approval: If the Association documents give the Association the right to approve Buyer as a purchaser, this  
 88 Contract is contingent on such approval by the Association. Buyer will apply for approval within \_\_\_\_\_ days from Effective  
 89 Date (5 days if left blank) and use diligent effort to obtain approval, including making personal appearances and paying  
 90 related fees if required. Buyer and Seller will sign and deliver any documents required by the Association to complete the  
 91 transfer. If Buyer is not approved, this Contract will terminate and Seller will return Buyer's deposit unless this Contract  
 92 provides otherwise.

93 (2) Right of First Refusal: If the Association has a right of first refusal to buy the Property, this Contract is contingent on the Association  
 94 deciding not to exercise such right. Seller will, within 3 days from receipt of the Association's decision, give Buyer written notice of the  
 95 decision. If the Association exercises its right of first refusal, this Contract will terminate, Buyer's deposit will be refunded unless this  
 96 Contract provides otherwise and Seller will pay Broker's full commission at closing in recognition that Broker procured the sale.

97 (3) Fees: Buyer will pay any application, transfer and initial membership fees charged by the Association. Seller will pay all fines  
 98 imposed against the Property as of Closing Date and any fees the Association charges to provide information about its fees or the  
 99 Property, and will bring maintenance and similar periodic fees and rents on any recreational areas current as of Closing Date. If, after  
 100 the Effective Date, the Association imposes a special or other assessment for improvements, work or services, Seller will pay all  
 101 amounts due before Closing Date and Buyer will pay all amounts due after Closing Date. If special assessments may be paid in  
 102 installments ☐ Buyer ☒ Seller (if left blank, Buyer) shall pay installments due after Closing Date. If Seller is checked, Seller will pay  
 103 the assessment in full prior to or at the time of Closing. Seller represents that he/she is not aware of any pending special or other  
 104 assessment that the Association is considering except as follows:

105 \$ 350 per Year to Markham Place

106 The following dues/maintenance fees are currently charged by the homeowners' association:

107 \$ \_\_\_\_\_ per \_\_\_\_\_ to \_\_\_\_\_

108 \$ \_\_\_\_\_ per \_\_\_\_\_ to \_\_\_\_\_

109 \$ \_\_\_\_\_ per \_\_\_\_\_ to \_\_\_\_\_

110 (4) Damage to Common Elements: If any portion of the common element is damaged due to fire, hurricane or other casualty before  
 111 closing, either party may cancel the Contract and Buyer's deposit shall be refunded if (a) as a result of damage to the common  
 112 elements, the Property appraises below the purchase price and either the parties cannot agree on a new purchase price or Buyer  
 113 elects not to proceed, or (b) the Association cannot determine the assessment attributable to the Property for the damage at least 5  
 114 days prior to Closing Date, or (c) the assessment determined or imposed by the Association attributable to the Property for the  
 115 damage to the common element is greater than \$ \_\_\_\_\_ or \_\_\_\_\_ % of the purchase price (1.5% if left blank).

116 Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this page.

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118 (5) Disclosure Summary for Mandatory Associations: IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401,  
119 FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS  
120 CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT OR  
121 REPRESENTATIVE WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE  
122 DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS  
123 VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

124 Disclosure Summary For (Name of Community) Marathon Place

125 (1) AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A  
126 HOMEOWNERS' ASSOCIATION.

127 (2) THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF  
128 PROPERTIES IN THIS COMMUNITY.

129 (3) YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO  
130 PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ \_\_\_\_\_ PER \_\_\_\_\_

131 YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH  
132 SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ \_\_\_\_\_

133 PER \_\_\_\_\_

134 (4) YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR  
135 SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.

136 (5) YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS'  
137 ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.

138 (6) THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY  
139 USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE  
140 CURRENT AMOUNT IS \$ \_\_\_\_\_ PER \_\_\_\_\_

141 (7) THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF  
142 THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.

143 (8) THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A  
144 PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING  
145 DOCUMENTS BEFORE PURCHASING PROPERTY.

146 (9) THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD  
147 OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM  
148 THE DEVELOPER.

149 Buyer acknowledges receipt of this summary before signing this Contract.

150 Bill Clark  
151 Buyer

8-04-09  
Date

Kim Clark  
Buyer

8/4/09  
Date

152 Buyer Bill Clark and Seller JK acknowledge receipt of a copy of this page.

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- 1 The clause below will be incorporated into the Contract between \_\_\_\_\_ (Seller)  
 2 and \_\_\_\_\_ (Buyer) concerning the Property described as  
 3 \_\_\_\_\_ only if initiated by all parties:

## PROPERTY

4 Buyer - ( ) H. As is With Right to Inspect: This clause replaces Paragraphs 6 and 8 of the Contract but  
 5 does not modify or replace Paragraph 9. Paragraph 5(a) Repair, WDO and Permit Limits are 0%. Seller makes no warranties  
 6 other than marketability of title. Seller will keep the Property in the same condition from Effective Date until closing, except for  
 7 normal wear and tear ("Maintenance Requirement"), and will convey the Property in its "as is" condition with no obligation to  
 8 make any repairs. Buyer may, at Buyer's expense, by \_\_\_\_\_ ("Inspection Period") (within 10 days  
 9 from Effective Date if left blank) make any and all inspections of the Property. The inspection(s) will be by a person who  
 10 specializes in and holds an occupational license (if required by law) to conduct home inspections or who holds a Florida license  
 11 to repair and maintain the items inspected. Buyer may cancel this Contract by delivering written notice to Seller within \_\_\_\_\_ days  
 12 (within 5 days if left blank) from the end of the Inspection Period if the cost of treatment and repairs estimated by Buyer's  
 13 inspector(s) is greater than \$ \_\_\_\_\_ (\$250.00 if left blank) or if Buyer's inspection(s) reveal open permits or that  
 14 improvements have been made to the Property without required permits. For the cancellation to be effective, Buyer must include  
 15 in the written notice a copy of the portions of the inspector's written report dealing with the items to be repaired, and treatment  
 16 and repair estimates from the inspector or person(s) holding an appropriate Florida license to repair the items inspected or any  
 17 written documentation of open permit(s) or permit(s) that have not been obtained if a permit is required. Any conditions not  
 18 reported in a timely manner will be deemed acceptable to Buyer. If Buyer fails to timely conduct any inspection which Buyer is  
 19 entitled to make under this paragraph, Buyer waives the right to the inspection and accepts the Property "as is." Seller will  
 20 provide access and utilities for Buyer's inspections. Buyer will repair all damages to the Property resulting from the inspections  
 21 and return the Property to its pre-inspection condition. Buyer and/or Buyer's representative may, on the day before Closing Date  
 22 or any other time agreeable to the parties, walk through the Property solely to verify that Seller has fulfilled the Maintenance  
 23 Requirement and the contractual obligations.

24 Buyer - ( ) I. Inspections (check as applicable)

26 ☐ Self-Inspection: Buyer and Seller agree that unlicensed persons, including the parties themselves, may conduct the  
 27 inspections (except for Buyer's wood-destroying organism inspection) permitted in Paragraph 8 of the Contract or  
 28 Paragraph H of this Addendum. However, if the inspection findings differ and the parties cannot resolve the differences,  
 29 Buyer and Seller together will choose, and will equally split the cost of, a professional inspector as defined in Paragraph 8  
 30 of the Contract whose report will be binding on the parties.

31 ☒ (2) Right to Cancel Based on Inspection Results: Within the Inspection Period provided in Paragraph 6 of the Contract,  
 32 Buyer will, at Buyer's sole expense, complete any desired inspections of the Property in addition to those referenced in  
 33 Paragraphs 7 and 8(a)(2). If Buyer is for any reason unhappy with a condition of the Property noted in during the  
 34 inspection results, Buyer may cancel the Contract by delivering written notice to Seller along with a copy of the  
 35 inspection results within 2 days from the end of the Inspection Period, and Buyer will, at Buyer's sole expense,  
 36 immediately repair all damage resulting from Buyer's inspections and restore the Property to its pre-inspection condition;  
 37 this obligation will survive termination of the Contract. If the Contract is not cancelled, the parties' obligations remain as  
 38 specified in the Contract. This Paragraph does not modify or replace the rights and obligations of the parties under  
 39 Paragraph 9 of the Contract.

40 ( ) - ( ) J. Insulation Disclosure (New Homes Only): Insulation has been or will be installed in the new  
 41 residence as follows:

42 Location	Type	Thickness	Manufacturer R-Value
43 Interior Walls			
44 Flat Ceiling Area			
45 Sloped Ceiling Area			
46 Common Walls Between House & Garage			
47 Exterior Walls			
48 Other _____			

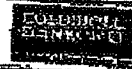
49 Buyer Buyer and Seller Seller acknowledge receipt of a copy of this page.

Oct 01 09:01:50p Clerk

08/30/2009 23:55 FAX

COLDWELL BANKER

4078628131

p.2  
08002**Addendum To Residential Sale and Purchase Contract**

Addendum Number C. This addendum shall amend, modify and be part of the certain  
 Residential Sale and Purchase Contract dated 8/14/09 concerning the  
 property described as: 220 Archer Road Longwood, FL 32779  
 by and between Robert F. Clark (Seller)  
 and Basil + Kim Clerk (Buyer).  
 Buyer and Seller hereby agree as follows:

To change the Closing date to November 12, 2009  
 This date is 2 days after the Seminole County Board of  
 Commissioners meeting which would reduce the planning time  
 on the property.

**ACCEPTANCE:**

Date: 9-30-09 Buyer: Basil A. Clerk  
 Date: 9/30/09 Buyer: Kim Clerk  
 Date: 10/1/09 Seller: James K. Clark  
 Date: \_\_\_\_\_ Seller: \_\_\_\_\_

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1237 (07/001)

# Proposal

Page # of pages

FOWLER POOL, INC.  
1546 Royal Circle  
Apopka, FL 32703

STATE LLC.  
CP-0056846

407-754-4180

JOB # 2

Proposal Submitted To	TOTAL REALTY	Job Name	CLEEK	Job #	RS-2202-09
Address	ATTN:	Job Location	220 ARCHERS POINT	Date	9-25-09
Phone #		Fax #	1-866-209-0391	Architect	LARRY FOWLER

We hereby submit specifications and estimates for:

- ① BECAUSE OF HIGH WATER TABLE & DEAD LINE UNDER POOL WOULD NOT WORK, WE CAN ONLY DRAIN THE POOL DOWN ABOUT 5 FEET, OR THE POOL WILL POP OUT OF THE GROUND. IT WILL TAKE AT LEAST 3 TO 5 EXTRA DAYS TO CLEAN THE LAST 3 FEET OF THE POOL.
- ② SPECIAL NOTE: (A) POOL PUMP WILL NOT RUN & NEEDS TO BE REPLACED. (COST TO REPLACE POOL PUMP \$687.00 INSTALLED). (B) POOL FILTER WILL NOT FILTER & NEEDS TO BE REPLACED. (COST TO REPLACE POOL FILTER \$109.00 INSTALLED). (C) SPA FILTER WILL NOT FILTER & NEEDS TO BE REPLACED. (COST TO REPLACE SPA FILTER \$89.00 INSTALLED). ABOVE ITEMS NEED TO BE REPLACED A.S.A.P. OR THE POOL WILL TURN GREEN AGAIN IN ABOUT 5 TO 10 DAYS.

EIGHT HUNDRED & EIGHTY SEVEN <sup>00</sup>/<sub>100</sub> UPON COMPLETION.

Larry Fowler

30

## Acceptance of Proposal

The undersigned hereby accepts the proposal of the above named contractor for the work specified herein, and agrees to pay the amount thereof as specified in the proposal.

Signature

James K. Smith  
CMAC Asset Manager

Date of Acceptance

Signature

2009

PAGE 1 / 1

SEP. 25. 2009 08:36 PM FOWLER POOL INC 407 407 292 6023

Addendum To Residential Sale and Purchase Contract



Addendum Number A. This addendum shall amend, modify and be part of the certain  
Residential Sale and Purchase Contract dated 8-11-09 concerning the  
property described as: 220 Archers Pt. Laguna, CA 92653  
by and between James R. Clark (Seller)  
and Rosie & Kimberly Clark (Buyer).  
Buyer and Seller hereby agree as follows:

TO change the purchase price to the appraised price  
of \$380,500.

TO change the closing date to on or before 9-30-09  
with no penalties to the buyer for the delay.

ACCEPTANCE:

Date: 9/17/09 Buyer: Rosie Clark  
Date: 9/17/09 Buyer: Kimberly Clark  
Date: 9/21/09 Seller: James R. Clark  
Date: \_\_\_\_\_ Seller: \_\_\_\_\_



Sep 30 09 04:42p Clerk  
09/30/2009 15:37 FAX

4078828131

p.2  
002/002

# Addendum To Residential Sale and Purchase Contract



Addendum Number 5. This addendum shall amend, modify and be part of the certain Residential Sale and Purchase Contract dated 8-11-09 concerning the property described as: 220 Ashers Point Longwood FL 32779 by and between James M. Clark (Seller) and Kimberly Clark (Buyer). Buyer and Seller hereby agree as follows:

TO extend the closing date to on or before  
October 9, 2009

Seller must provide clear title with no  
liens or judgments.

Seller must get the swimming pool in  
operational service ie: pool pump + filters etc -  
replaced.

Per diem to be waived for the buyer by the  
bank.

## ACCEPTANCES:

Date: 9/29/09 Buyer: James M. Clark  
Date: 9/29/09 Buyer: Kimberly Clark  
Date: 10/1/09 Seller: James M. Clark  
Date: \_\_\_\_\_ Seller: \_\_\_\_\_

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7227 (01/00)

**GMAC Mortgage****Conditional Qualification Letter**

Date: 08/05/2009

Loan Number: 000687333154

Prospective Applicant: Basil Cleek, Kimberly Cleek

Subject Property Address: 123 TBD  
Longwood, FL 32779

Mortgage Broker or Loan Officer: Jason Butler

Address: 1100 Virginia Drive, Fort Washington, PA 19034

Phone No.: (704) 367-3067

Loan (describe as follows):

Sales Price: \$377,000.00

Loan Amount: \$301,600.00

Qualifying Interest Rate: 5.500 %

Annual Percentage Rate: 5.632 %

Term (in months): 360

Maximum Loan-to-Value Ratio: 80.00 %

Loan Type and Description: Conventional Fixed Rate Mortgage

Mortgage Broker ☐ has ☒ has not received a signed application for the Loan from the Prospective Applicant.Mortgage Broker ☒ has ☐ has not reviewed the Prospective Applicant's credit report.Mortgage Broker ☒ has ☐ has not reviewed the Prospective Applicant's credit score.

Mortgage Broker has reviewed the following additional items (list):

The Prospective Applicant has provided the Mortgage Broker ☒ verbally ☐ in writing with information about the Prospective Applicant:Income ☒ Yes ☐ No ☐ Not ApplicableAvailable cash for down payment  
and payment of closing costs ☒ Yes ☐ No ☐ Not ApplicableDebts ☒ Yes ☐ No ☐ Not ApplicableAssets ☒ Yes ☐ No ☐ Not Applicable

## **GMAC Mortgage**


Based on the information that the Prospective Applicant has provided to the Mortgage Broker, as described above, the Mortgage Broker has determined that the Prospective Applicant is eligible and qualified to meet the financial requirements of the Loan.

This is not an approval for the Loan. Approval of the Loan requires:

- (1) the Mortgage Broker to verify the information that the Prospective Applicant has provided;
- (2) the Prospective Applicant's financial status and credit report to remain substantially the same until the Loan closes;
- (3) the collateral for the Loan (the subject property) to satisfy the lender's requirements (for example, appraisal, title, survey, condition, and insurance);
- (4) the Loan, as described, to remain available in the market;
- (5) the Prospective Applicant to execute loan documents the lender requires, and
- (6) the following additional items (list): N/A

Jason Butler

Mortgage Broker or Loan Officer

  
Date: Tuesday, August 11, 2009 1:42 PM  
From: Jennifer Clark <jenniferclark@cfl.rr.com>  
To: 'Rachel Niemiec' <racheln@cfl.rr.com>  
Cc: 'Melissa San' <melissa@melissasari.com>  
Subject: GMAC - Contract Rider on: 220 ARCHERS POINT LONGWOOD, FL 32779

PLEASE RETURN THE CONTRACT PACKAGE IN THE FOLLOWING ORDER:


1. BANK ADDENDUM
2. STATE CONTRACT
3. ALL OTHER ADDENDUMS
4. PRE-APPROVAL LETTER / PROOF OF FUNDS
5. COPY OF ESCROW CHECK

BANK WILL NOT ACCEPT IF NOT IN THIS ORDER!! PLEASE RETURN WITHIN 24 HOURS.

THANK YOU!!

Jennifer Clark, CRS, GRI  
REALTOR

386-717-7100 Direct  
866-209-0391 e-Fax  
jennifer@jenniferclark.org  
www.DontMakeAMoveWithoutUs.com

 568326719.pdf

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*9-21 closing date*

***Estimate of Costs***  
***CEB Case # 08-47-CEB***  
***CINDY D. & JOSEPH WEBSTER (PREVIOUS OWNER)***  
***DEUTSCHE BANK (CURRENT OWNER)***

*Processing Time for Code Enforcement and BCC Action*

Code Board Secretary	3 hours	\$38.00	\$114.00
Code Board Attorney	1 hour	\$135.00	\$135.00
Planning Manager's Review	1 hour	\$186.00	\$186.00
Planning & Development Director's Review	1 hour	\$202.00	\$202.00
Deputy County Manager's Review	1 hour	\$259.00	\$259.00
County Attorney's Review	3 hours	\$135.00	\$405.00
			<u><b>\$1,301.00</b></u>

*Postage*

Regular	16	\$0.41	\$6.56
Certified	16	\$5.32	<u>\$85.12</u>
			<u><b>\$91.68</b></u>

*Costs for Recording Documents*

# of first page docs - 5 # of additional page docs - 2 (\$10.00 first page, \$8.50 each additional page)		<u><b>\$67.00</b></u>
		<u><b>\$1,459.68</b></u>

<b><i>SHERIFF'S OFFICE ESTIMATED COST FOR PROCESSING CASE</i></b>	<b>217.11</b>
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<b><i>TOTAL COST FOR PROCESSING CASE # 08-47-CEB</i></b>	<b>\$1,676.79</b>
--	-------------------

**SEMINOLE COUNTY SHERIFF'S OFFICE**  
**Affidavit For Reimbursement of Code Enforcement Officers Administrative Costs**  
**Case# 08-47-CEB – Cindy D. & Joseph R. Webster**

The Seminole County Sheriff's Office requests that the Department of Planning and Development petition the Board of County Commission to enter an order requiring the Respondent in the above-styled case to pay the costs of investigation incurred by this office during the investigation and presentation of said case. The below items detail the activities and associated costs for investigating this case.

**Senior Code Enforcement Officer: Deborah Leigh**

DATE	PERSONNEL ACTIVITY	HOURS
1/8/08	Open and maintain case file	1
Various	Thirteen calls for service/inspections @ 20 min. each	4.3
	Prepare and present CEB Case	1
Total Hours		6.5
		x \$33.29
<b>TOTAL PERSONNEL COSTS</b>		<b>\$ 216.39</b>

DATE	TANGIBLE GOODS OR SERVICES	COST
1/15/08	Notice of Code Violation mailed to two locations	.82
<b>TOTAL TANGIBLE AND/OR SERVICE COSTS</b>		<b>\$ .82</b>

The Seminole County Sheriff's Office has incurred actual costs in the amount of \$ 217.11 during the investigation and prosecution of the defendant in this case. Said costs are supported and documented as listed above. Personnel costs are calculated at a rate of \$33.29 per hour, as determined by the Financial Services Section of the Seminole County Sheriff's Office. Tangible goods and contractual services are indicated as required and at a direct cost to the Office.

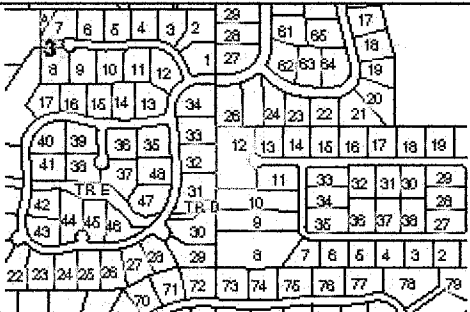


Signature of Code Enforcement Officer

*Deborah Leigh*

September 25, 2009  
Date

Attested to this 25th day of September, 2009, by

*Patricia Taylor*

<b>PARCEL DETAIL</b>  <b>DAVID JOHNSON, CFA, ASA</b>  <b>PROPERTY APPRAISER</b>  <b>SEMINOLE COUNTY FL</b>  1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7508																																																																																		
<b>GENERAL</b>  Parcel Id: 23-20-29-504-0000-0120 Owner: DEUTSCHE BANK TR CO AMERICA TR Own/Addr: C/O GMAC MTG LLC Mailing Address: 1100 VIRGINIA DR City,State,ZipCode: FT WASHINGTON PA 19034 Property Address: 220 ARCHERS PT LONGWOOD 32750 Subdivision Name: MARKHAM PLACE Tax District: 01-COUNTY-TX DIST 1 Exemptions: Dor: 01-SINGLE FAMILY		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="3" style="text-align: center;">VALUE SUMMARY</th> </tr> <tr> <th style="text-align: center;">VALUES</th> <th style="text-align: center;">2010 Working</th> <th style="text-align: center;">2009 Certified</th> </tr> <tr> <td style="text-align: center;">Value Method</td> <td style="text-align: center;">Cost/Market</td> <td style="text-align: center;">Cost/Market</td> </tr> <tr> <td style="text-align: center;">Number of Buildings</td> <td style="text-align: center;">1</td> <td style="text-align: center;">1</td> </tr> <tr> <td style="text-align: center;">Depreciated Bldg Value</td> <td style="text-align: right;">\$362,916</td> <td style="text-align: right;">\$398,118</td> </tr> <tr> <td style="text-align: center;">Depreciated EXFT Value</td> <td style="text-align: right;">\$10,186</td> <td style="text-align: right;">\$10,186</td> </tr> <tr> <td style="text-align: center;">Land Value (Market)</td> <td style="text-align: right;">\$100,000</td> <td style="text-align: right;">\$100,000</td> </tr> <tr> <td style="text-align: center;">Land Value Ag</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td style="text-align: center;">Just/Market Value</td> <td style="text-align: right;">\$473,102</td> <td style="text-align: right;">\$508,304</td> </tr> <tr> <td style="text-align: center;">Portability Adj</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td style="text-align: center;">Save Our Homes Adj</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td style="text-align: center;">Assessed Value (SOH)</td> <td style="text-align: right;">\$473,102</td> <td style="text-align: right;">\$508,304</td> </tr> <tr> <td colspan="3" style="text-align: center;">Tax Estimator</td> </tr> </table>	VALUE SUMMARY			VALUES	2010 Working	2009 Certified	Value Method	Cost/Market	Cost/Market	Number of Buildings	1	1	Depreciated Bldg Value	\$362,916	\$398,118	Depreciated EXFT Value	\$10,186	\$10,186	Land Value (Market)	\$100,000	\$100,000	Land Value Ag	\$0	\$0	Just/Market Value	\$473,102	\$508,304	Portability Adj	\$0	\$0	Save Our Homes Adj	\$0	\$0	Assessed Value (SOH)	\$473,102	\$508,304	Tax Estimator																																											
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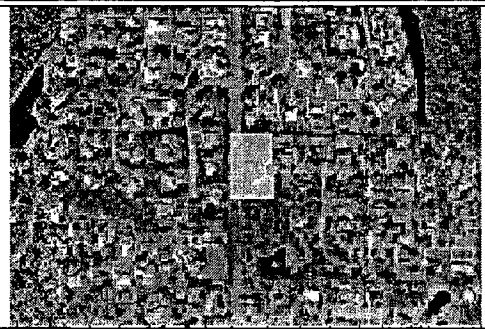
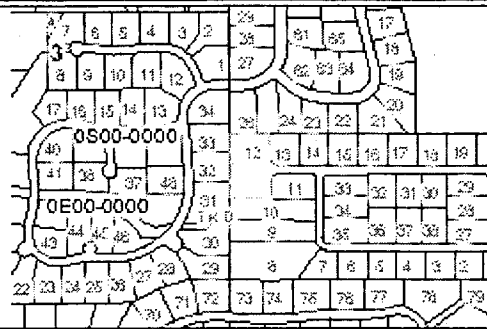
# PARCEL DETAIL

DAVID JOHNSON, CFA, ASA

## PROPERTY APPRAISER

SEMINOLE COUNTY FL

1101 E. FIRST ST  
SANFORD, FL 32771-1468  
407-665-7508



### GENERAL

Parcel Id: 23-20-29-504-0000-0120

Owner: WEBSTER CINDY D & JOSEPH R

Mailing Address: 220 ARCHERS PT

City,State,ZipCode: LONGWOOD FL 32779

Property Address: 220 ARCHERS PT LONGWOOD 32750

Subdivision Name: MARKHAM PLACE

Tax District: 01-COUNTY-TX DIST 1

Exemptions: 00-HOMESTEAD (2006)

Dor: 01-SINGLE FAMILY

### 2008 WORKING VALUE SUMMARY

Amendment 1 impact not reflected.

Value Method: Market  
Number of Buildings: 1  
Depreciated Bldg Value: \$514,333  
Depreciated EXFT Value: \$12,678  
Land Value (Market): \$125,000  
Land Value Ag: \$0  
Just/Market Value: \$652,011  
Assessed Value (SOH): \$652,011  
Exempt Value: \$25,000  
Taxable Value: \$627,011

Tax Estimator

Portability Calculator

### SALES

Deed	Date	Book	Page	Amount	Vac/Imp	Qualified
WARRANTY DEED	12/2003	05198	1360	\$479,300	Improved	Yes
WARRANTY DEED	09/2002	04531	1848	\$424,500	Improved	Yes
SPECIAL WARRANTY DEED	05/1996	03077	0314	\$288,600	Improved	No
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WARRANTY DEED	07/1982	01405	1276	\$213,000	Improved	Yes
WARRANTY DEED	05/1980	01281	0335	\$166,000	Improved	Yes

Find Comparable Sales within this Subdivision

### 2007 VALUE SUMMARY

Tax Amount(without SOH): \$9,693  
2007 Tax Bill Amount: \$9,070  
Save Our Homes (SOH) Savings: \$623  
2007 Taxable Value: \$614,166  
DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

### LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
LOT	0	0	1.000	100,000.00	\$125,000

### LEGAL DESCRIPTION

PLATS:

LEG LOT 12 MARKHAM PLACE PB 22 PGS 30 & 31

### BUILDING INFORMATION

Bld Num	Bld Type	Year Bld	Fixtures	Base SF	Gross SF	Living SF	Ext Wall	Bld Value	Est. Cost New
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Appendage / Sqft		UPPER STORY FINISHED / 672							

NOTE: Appendage Codes included in Living Area: Base, Upper Story Base, Upper Story Finished, Apartment,



CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA

CEB NO. 08-47-CEB

STATEMENT OF VIOLATION AND REQUEST FOR HEARING

Pursuant to Florida State Statute Chapter 162, and Chapter 53 Seminole County Code, the undersigned Code Enforcement Officer hereby gives notice of an uncorrected violation of the Codes or Ordinances of Seminole County, as more particularly described herein, and hereby requests a public hearing before the Board.

VIOLATION OF CODE OR ORDINANCE, SECTION OR NUMBER: **Seminole County Code, Chapter 95  
Section 95.4 as defined Section 95.3 (h),  
(j), (n), and (o)**

LOCATION/ADDRESS WHERE VIOLATION EXISTS: **23-20-29-504-0000-0120  
220 Archers Pt., Longwood  
Seminole County, FL**

Commissioner's District: **5**  
Sheriff's District: **3**

NAME AND ADDRESS OF OWNER: **Cindy D. & Joseph R. Webster** Mailing Address:  
**220 Archers Pt.** **1825 Wingfield Dr.**  
**Longwood, FL 32779** **Longwood, FL 32779**

DESCRIPTION OF VIOLATION: **Uncultivated vegetation in excess of 24" in height, located  
within 75' of a structure, used or scrap building materials,  
stagnant/foul water within a swimming pool, and swimming  
pool not secured according to code.**

DATE VIOLATION FIRST OBSERVED: **January 8 , 2008**  
DATE 1<sup>st</sup> NOTICE OF VIOLATION: **January 15, 2008**  
DATE VIOLATION TO BE CORRECTED: **January 29, 2008**  
DATE OF REINSPECTION: **January 29, 2008**  
INSPECTION RESULTS: **Uncultivated vegetation, used or scrap building materials,  
stagnant/foul water still exist and the pool still remains  
unsecured.**

Based upon the foregoing, the undersigned Code Enforcement Officer hereby certifies that the above described violation continues to exist, that attempts to secure compliance with the Code(s) or Ordinance(s) of Seminole County have failed as aforesaid, and that the violation should be referred to the Board for a public hearing.

DATED THIS 14<sup>th</sup> DAY OF February, 2008

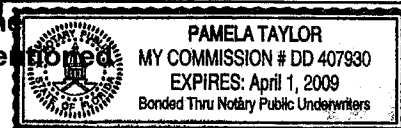
Deborah Leigh, Senior Code Enforcement Officer

STATE OF FLORIDA )  
COUNTY OF SEMINOLE )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of February 2008 by Deborah Leigh, who is personally known to me.

CAFÉ REPORT #: 2008CE000084

Notary Public in and for the  
County and State Aforementioned  
My commission expires:



**CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA**

**SEMINOLE COUNTY**, a political subdivision  
of the State of Florida,

**CASE NO – 08-47-CEB**



Petitioner,

vs.

**CINDY D. & JOSEPH R. WEBSTER  
PARCEL I.D. NO – 23-20-29-504-0000-0120**

Respondents.

---

**NOTICE OF HEARING**

To: **CINDY D. & JOSEPH R. WEBSTER  
220 ARCHERS POINT  
LONGWOOD, FL 32779**

**CINDY D. & JOSEPH R. WEBSTER  
1825 WINGFIELD DRIVE  
LONGWOOD, FL 32779**

**NOTICE** is hereby given that the Code Enforcement Board of Seminole County, Florida, intends to hold a public hearing at **1:30 PM**, or as soon thereafter as possible, at its regular meeting on **THURSDAY, the 27th day of MARCH 2008**, at the Seminole County Services Building, BCC Chambers, 1101 East First Street, Sanford, Florida, to consider whether a violation of the Codes or Ordinances of Seminole County exists on the above-named party's property. Specifically:

- 1) UNCULTIVATED VEGETATION IN EXCESS OF 24" IN HEIGHT AND LOCATED WITHIN 75' OF A STRUCTURE**
- 2) USED OR SCRAP BUILDING MATERIALS**
- 3) STAGNANT OR FOUL WATER WITHIN A SWIMMING OR WADING POOL**
- 4) SWIMMING POOL NOT COMPLETELY ENCLOSED BY PERMANENT FENCING**

FOR ADDITIONAL INFORMATION REGARDING THIS NOTICE, PLEASE CONTACT THE PLANNING/CODE ENFORCEMENT BOARD OFFICE AT (407) 665-7403.

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE EMPLOYEE RELATIONS DEPARTMENT ADA COORDINATOR 48 HOURS IN ADVANCE OF THE MEETING AT 665-7941.

PERSONS ARE ADVISED THAT IF THEY DECIDE TO APPEAL ANY DECISIONS MADE AT THESE MEETINGS/HEARINGS, THEY WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, THEY MAY NEED TO INSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED, PER SECTION 285.0105.

**DATED** this 29<sup>th</sup> day of February 2008.

Connie R. DeVasto  
Planning Division  
Seminole County, Florida

**CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA**

MARYANNE MURSE, CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY  
BK 06963 Pgs 1274 - 1275; (2pgs)  
CLERK'S # 2008038474  
RECORDED 04/03/2008 08:35:36 AM  
RECORDING FEES 18.50  
RECORDED BY G Harford

**SEMINOLE COUNTY**, a political  
subdivision of the State of Florida,

Petitioner,  
vs.

**CINDY D. & JOSEPH R. WEBSTER**  
**PARCEL I.D. NO - 23-20-29-504-0000-0120**

Respondents.  
\_\_\_\_\_

**CASE NO. 08-47-CEB**  
**CERTIFIED COPY**  
**CLERK OF THE**  
**CODE ENFORCEMENT BOARD**  
**SEMINOLE COUNTY, FL**  
BY: *[Signature]*  
DATE: 4-1-08

**FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER**

Based on the testimony and evidence presented in case number 08-47-CEB, it is determined that the Respondents are:

- (a) the owners of record of the property (Tax Parcel ID # 23-20-29-504-0000-0120) located at 220 Archers Point, Longwood, located in Seminole County and legally described as follows:

**LEG LOT 12 MARKHAM PLACE PB 22 PGS 30 & 31**

- (b) in possession or control of the property, and  
(c) in violation of Seminole County Code, Chapter 95, Section 95.4, as defined in Section 95.3 (h), (j), (n) and (o)

**It is hereby ordered that this violation constitutes a serious threat to the health, safety, and welfare of the citizens of Seminole County.**

It is hereby ordered that the Respondents shall correct the violations on or before April 7, 2008. In order to correct the violations, the Respondents shall take the following remedial action:

- 1) REMOVE THE UNCULTIVATED VEGETATION IN EXCESS OF 24" IN HEIGHT AND LOCATED WITHIN 75' FROM ANY STRUCTURE**
- 2) REMOVE THE USED/SCRAP BUILDING MATERIALS**
- 3) REMOVE OR TREAT STAGNANT OR FOUL WATER FROM SWIMMING OR WADING POOL**
- 4) SECURE POOL ACCORDING TO CODE REQUIREMENTS**

RETURN TO SANDY MCCANN

If the Respondents do not comply with the Order, a fine of \$ 250.00 per day will be imposed for each day the violations continue or are repeated after compliance past April 7, 2008.

The Respondents are further ordered to contact the Seminole County Code Officer to arrange for an inspection of the property to verify compliance. Any fine imposed shall continue to accrue until the Code Officer inspects the property and verifies compliance with this Order.

This Order shall be recorded in the official land records of Seminole County.


DONE AND ORDERED this 27th day of March 2008, in Seminole County, Florida.

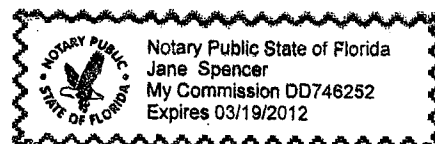
CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA

  
TOM HAGOOD, CHAIR

STATE OF FLORIDA                     )  
COUNTY OF SEMINOLE            )

The foregoing instrument was acknowledged before me this 27th day of March 2008, by Tom Hagood, who is personally known to me.

  
Jane Spencer  
Notary Public to and for the  
County and State aforementioned.  
My Commission Expires



CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA

MAI MORSE, CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY  
BK 07006 Pg. 1608; (1pg)  
CLERK'S # 2008065593  
RECORDED 06/05/2008 04:03:49 PM  
RECORDING FEES 0.00  
RECORDED BY G Harford

CASE NO: 08-47-CEB

SEMINOLE COUNTY, a political  
subdivision of the State of  
Florida,

Petitioner,

vs.

CINDY D. & JOSEPH R. WEBSTER  
PARCEL I.D. NO. 23-20-29-504-0000-0120,

Respondent.

**CERTIFIED COPY**  
**CLERK OF THE**  
**CODE ENFORCEMENT BOARD**  
**SEMINOLE COUNTY, FL**

BY: *Joe Spence*

DATE: 5/15/08

AFFIDAVIT OF NON-COMPLIANCE

BEFORE ME, the undersigned authority, personally appeared **Deborah Leigh, Senior Code Enforcement Officer, Seminole County Sheriff's Office**, who after being duly sworn, deposes and says:

1. That on **March 27, 2008**, the Board held a public hearing and issued its Order in the above-styled matter.
2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **April 7, 2008**.
3. That a reinspection was performed on **April 8, 2008**.
4. That the re-inspection revealed that the corrective action ordered by the Board has not been taken in that **the uncultivated vegetation, the used/scrap building materials, and the stagnant/foul water in the swimming pool remain on the property and the swimming pool is not enclosed with a barrier according to code.**

FURTHER AFFIANT SAYETH NOT.

DATED this 8<sup>th</sup> day of April 2008

*Deborah Leigh*

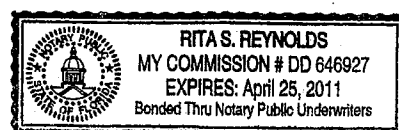
Deborah Leigh, Senior Code Enforcement Officer

STATE OF FLORIDA )  
COUNTY OF SEMINOLE )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> of April 2008 by **Deborah Leigh**, who is personally known to me and who did take an oath.

*Rita S. Reynolds*  
Notary Public in and for the County  
and State Aforementioned  
My commission expires:

AFFNON.COM



**CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA**

**SEMINOLE COUNTY**, a political  
subdivision of the State of Florida,

**CASE NO. 08-47-CEB**

Petitioner,  
vs.

**CINDY D. & JOSEPH R. WEBSTER**  
**PARCEL I.D. NO - 23-20-29-504-0000-0120**

Respondents.  
\_\_\_\_\_

**CERTIFIED COPY**  
CLERK OF THE  
CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FL  
BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

**ORDER FINDING NON-COMPLIANCE AND IMPOSING FINES**

The Respondents are the owners of record of the property (Tax Parcel ID # 23-20-29-504-0000-0120) located at 220 Archers Point, Longwood, located in Seminole County and legally described as follows:

**LEG LOT 12 MARKHAM PLACE**  
**PB 22 PGS 30 & 31**

This case came on for public hearing before the Code Enforcement Board of Seminole County on March 27 2008, after due notice to the Respondents. The Board, having heard testimony under oath and having received evidence, issued its Findings of Fact, Conclusions of Law and Order.

Said Order found Respondents in violation of Seminole County Code, Chapter 95, Section 95.4, as defined in Section 95.3 (h), (j), (n) and (o) and that Violation (o) constitutes a serious threat to the health, safety, and welfare of the citizens of Seminole County.

Said Order stated that a fine in the amount of \$250.00 per day would be imposed if the Respondents did not take certain corrective action by April 7, 2008.

An Affidavit of Non-Compliance had been filed by the Code Enforcement Officer, which Affidavit certified under oath that the required action had not been obtained after reinspection on April 8, 2008.

Accordingly, it having been brought to the Board's attention that Respondents have not complied with the Order dated March 27, 2008, the Board orders that a lien in the amount of **\$20,000.00** for 80 days of non-compliance at \$250.00 per day, from April 8, 2008 through and including June 26, 2008, be imposed; and the fine shall continue to accrue at **\$250.00** per day for each day the violations continue or are repeated past June 26, 2008.

RETURN TO SANDY McCANN

This Order shall be recorded in the official land records of Seminole County and shall constitute a **lien** against the land on which the violations exist and upon any other real or personal property owned by the Respondents.

**DONE AND ORDERED** this 26th day of June 2008, in Seminole County, Florida.

CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA

  
TOM HAGOOD, CHAIR

STATE OF FLORIDA                   )  
COUNTY OF SEMINOLE           )

The foregoing instrument was acknowledged before me this 26th day of June 2008, by Tom Hagood, who is personally known to me.

  
Jane Spencer  
Notary Public to and for the  
County and State aforementioned.  
My Commission Expires



CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political  
subdivision of the State of Florida

Case No. 8-47-CEB

Petitioner,  
vs.

CINDY D. & JOSEPH R. WEBSTER  
PARCEL I.D. NO. 23-20-29-504-0000-0120,

Respondent.

MARYANNE MORSE, CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY  
BK 07274 Pg 1665; (1pg)  
CLERK'S # 2009119420  
RECORDED 10/21/2009 04:23:53 PM  
RECORDING FEES 10.00  
RECORDED BY J Eckenroth

AFFIDAVIT OF COMPLIANCE

BEFORE ME, the undersigned authority, personally appeared **Deborah Leigh**, Senior Code Enforcement Officer, Seminole County Sheriff's Office, who, after being duly sworn, deposes and says:

1. That on **March 27, 2008**, the Board held a public hearing and issued its Order in the above-styled matter.
2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **April 7, 2008**.
3. That a re-inspection was performed and the Respondent was in compliance on **September 30, 2009**.
4. That the re-inspection revealed that the corrective action ordered by the Board has been taken in that the **property was in compliance with the Boards Order**.

FURTHER AFFIANT SAYETH NOT.

DATED this 30<sup>th</sup> day of September 2009

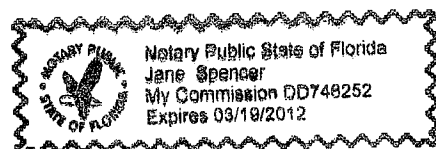
*Deborah Leigh*  
Deborah Leigh, Senior Code Enforcement Officer

STATE OF FLORIDA)  
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of September 2009, by Deborah Leigh, who is personally known to me and who did take an oath.

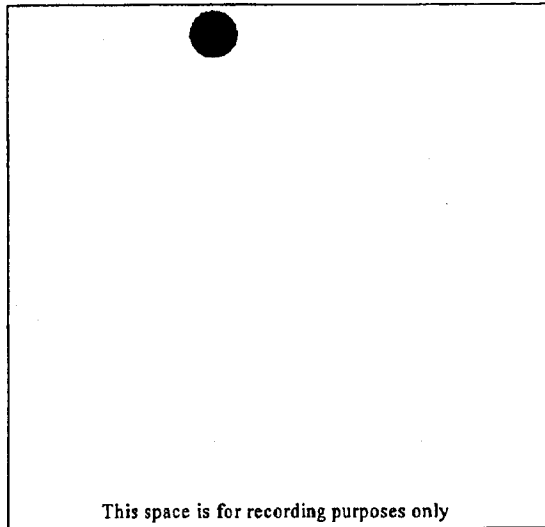
**CERTIFIED COPY**  
CLERK OF THE  
CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FL  
BY: *Jane Spencer*  
10/6/09

*Jane Spencer*  
Notary Public in and for the County  
and State Aforementioned  
My commission expires:





This is not a certified copy



IN THE CIRCUIT COURT OF THE 18TH JUDICIAL  
CIRCUIT, IN AND FOR SEMINOLE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION  
CASE NO:

07-CA-2087-14-6

DEUTSCHE BANK TRUST COMPANY  
AMERICAS AS TRUSTEE  
PLAINTIFF

VS.

CINDY D. WEBSTER; JOSEPH R. WEBSTER;  
ANY AND ALL UNKNOWN PARTIES  
CLAIMING BY, THROUGH, UNDER, AND  
AGAINST THE HEREIN NAMED  
INDIVIDUAL DEFENDANT(S) WHO ARE  
NOT KNOWN TO BE DEAD OR ALIVE,  
WHETHER SAID UNKNOWN PARTIES MAY  
CLAIM AN INTEREST AS SPOUSES, HEIRS,  
DEWISEES, GRANTEES OR OTHER  
CLAIMANTS; MARKHAM PLACE  
HOMEOWNERS ASSOCIATION, INC;  
WELLS FARGO BANK, N.A.; JOHN DOE  
AND JANE DOE AS UNKNOWN TENANTS  
IN POSSESSION

DEFENDANT(S)

RECEIVED  
JUL 24 2007  
11:00 AM  
JUL 24 2007  
11:00 AM  
SEMINOLE CO. FL  
CLERK OF COURT

NOTICE OF LIS PENDENS

1. TO: The above named Defendants, AND ALL OTHERS WHOM IT MAY CONCERN:
2. YOU ARE NOTIFIED of the institution of this action by the Plaintiff against you seeking to foreclose the Note and Mortgage encumbering the described property and the decreeing of a sale of the property under the direction of the court in default of the payment of the amount found to be due the Plaintiff under the Note and Mortgage, and for other, further and general relief set forth in the Complaint.

3. The property involved is that certain parcel, lot or unit situate, lying and being in SEMINOLE County, Florida, as set forth in the mortgage recorded in Official Records Book 6274, at Page 1851, more particularly described as follows:

LOT 12, MARKHAM PLACE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 22, PAGES 30 AND 31, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Dated at Plantation, Broward County, Florida, this 16 day of JULY, 2007.

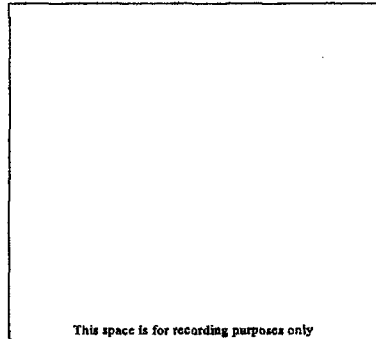
ADAM F GEORGE  
Law Offices of David J. Stern, P.A.  
Attorney for Plaintiff  
801 S. University Drive Suite 500  
Plantation, FL 33324  
(954) 233-8000  
Bar #: 635502

07-92588(GMAP)

IN THE CIRCUIT COURT OF THE 18TH JUDICIAL  
CIRCUIT, IN AND FOR SEMINOLE COUNTY, FLORIDA  
GENERAL JURISDICTION DIVISION  
CASE NO: 2007-CA-002087

DEUTSCHE BANK TRUST COMPANY  
AMERICAS AS TRUSTEE  
PLAINTIFF  
VS.

CINDY D. WEBSTER; JOSEPH R. WEBSTER;  
ANY AND ALL UNKNOWN PARTIES  
CLAIMING BY THROUGH, UNDER, AND  
AGAINST THE HEREIN NAMED INDIVIDUAL  
DEFENDANT(S) WHO ARE NOT KNOWN TO  
BE DEAD OR ALIVE, WHETHER SAID  
UNKNOWN PARTIES MAY CLAIM AN  
INTEREST AS SPOUSES, HEIRS, DEVISEES,  
GRANTEES OR OTHER CLAIMANTS;  
MARKHAM PLACE HOMEOWNERS  
ASSOCIATION, INC; WELLS FARGO BANK,  
N.A.; JOHN DOE AND JANE DOE AS  
UNKNOWN TENANTS IN POSSESSION,  
DEFENDANT(S)



FILED IN OFFICE  
MARYANNE MORSE  
CLERK OF CIRCUIT COURT  
09 FEB -9 PM 2:59  
BY SEMINOLE CO. FLA  
D.C.

**SUMMARY FINAL JUDGMENT IN FORECLOSURE**

THIS CAUSE having come to be heard on Plaintiff's Motion for Summary Final Judgment and Taxation of Attorney Fees and Costs, and upon the Affidavits filed herein, and the Court being fully advised in the premises, it is hereby ORDERED:

1. The Plaintiff's Motion for Summary Final Judgment is GRANTED.
2. There is due to the Plaintiff the following.

Principal due on the note secured by the Mortgage foreclosed:	\$633,284.35
Interest on the Note and Mortgage from FEBRUARY 1, 2007 to FEBRUARY 5, 2009	\$90,861.22
Per diem interest at \$123.62	
Late Charges	\$1,471.60
Inspections Conducted on Property	\$251.00
Ad Valorem Taxes (2006-2008)	\$29,320.17
Hazard Insurance Premiums (2007-2009)	\$44,756.20
Property Preservation	\$4,511.76
Appraisal	\$280.00
COSTS:	
Filing Fee	\$257.00
Service of Process	\$495.00
Abstracting	\$325.00
Service/Mail Required by Law	\$16.50

DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE vs. CINDY D. WEBSTER, ET AL  
CASE NO: 2007-CA-002087

Title Update Charges \$75.00  
SUBTOTAL \$805,904.80  
Attorney's fees based upon 9 hours at \$150.00 per hour in the amount of: \$1,650.00  
TOTAL \$807,554.80

3. A lien is held by the Plaintiff whose address is C/O GMAC MORTGAGE, LLC 500 ENTERPRISE ROAD, STE 150, HORSHAM, PA 19044 for the total of the Final Judgment sum specified in the preceding paragraph, plus interest thereon. The lien of the Plaintiff is superior in dignity to any right, title, interest or claim of the Defendants and all persons, firms or corporations claiming by, through, or under the Defendants or any of them and the property will be sold free and clear of all claims of the Defendants. The lien encumbers the following described property in SEMINOLE County, Florida, to-wit:

LOT 12, MARKHAM PLACE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 22, PAGES 30 AND 31, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

4. If the total sum due to the Plaintiff as set forth in Paragraph 2, plus interest at the statutory rate in effect at the time of the entry of this judgment, which rate shall remain the same until the judgment is paid, and all costs of this proceeding incurred subsequent to the date of this Judgment are not paid to Plaintiff, the Clerk of this Court shall sell the property described in Paragraph 3 in accordance with the terms of Paragraph 6.
5. The Plaintiff shall advance the cost of publishing the Notice of Sale and the Clerk's fee for it and shall be reimbursed by the Clerk out of the proceeds of the sale of the property described in Paragraph 3 if the Plaintiff does not become the purchaser of the property at the sale.
6. The Clerk of this Court shall sell the property described in Paragraph 3 at public sale at 11:00 AM a.m., on the 1<sup>st</sup> day of MARCH, 2009, a date that shall not be less than 20 days or more than 35 days after the date of entry of this judgment, to the highest and best bidder or bidders for cash at ROOM S-201 of the SEMINOLE County Courthouse located at 301 NORTH PARK AVENUE, in SANFORD, Florida, after having first given notice as required by Section 45.031, Florida Statutes. The Clerk shall not conduct the sale unless the Plaintiff or it's representative is present to bid at the sale. Any purchaser other than the Plaintiff shall pay all service charges assessed by the Clerk of the Circuit Court pursuant to Florida Statute 28.24 together with proper documentary stamps to be affixed to the Certificate of Title.
7. The Plaintiff may be the bidder for, and purchaser of, the property described in Paragraph 3. If the Plaintiff is the purchaser of the property at the sale, the Clerk shall credit the bid of the Plaintiff with the total sum found to be due to the Plaintiff for such portion thereof as may be necessary to pay fully the bid of the Plaintiff. If, subsequent to the date of the Plaintiff's affidavit of indebtedness and prior to the sale contemplated in paragraph 6 hereof, the Plaintiff is required to advance any monies to protect its mortgage lien, then Plaintiff or its attorneys shall so certify to the clerk of this court, and the amount found due to the Plaintiff shall be increased by the amount of such advances without further order of the Court.
8. Upon the confirmation of the sale of the property by the clerk filing the Certificate of Sale, any and all persons claiming by, through, and under them since the date of the filing of the Notice of Lis Pendens, are forever barred and foreclosed of and from all right, title, interest, claim or demand of any kind or nature whatsoever in and to the property.

DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE vs. CINDY D. WEBSTER, ET AL  
CASE NO: 2007-CA-002087

- Upon the filing of the Certificate of Title, the Clerk shall make distribution of the proceeds from the sale in the following order and in the amounts due under each of the following subparagraphs:
- a. All costs and expenses of these proceedings subsequent to the entry of the Summary Final Judgment of Foreclosure, including the cost of publishing the Notice of Sale and the Clerk's fee for making the sale, unless the Plaintiff, having already paid for these two items of cost, is the purchaser at the sale, the cost of the state documentary stamps affixed to the Certificate of Title based on the amount bid for the property, plus the costs, if paid by purchaser.
  - b. The total sum found to be due to the Plaintiff in Paragraph 2, plus interest at the statutory rate in effect at the time of entry of this judgment, which interest shall remain the same until the judgment is paid.
  - c. The balance of the proceeds of the sale in excess of the amounts paid under Paragraphs 9(a) and 9(b) shall be retained by the Clerk of this Court pending further order of this Court.
  10. Upon the filing of the Certificate of Title, the purchaser at the sale, his/her representatives or assigns shall be let into possession of the property forthwith.
  11. The Court retains jurisdiction of this cause and the parties to enter further orders as are proper, including deficiency judgments, if permissible. Any such deficiency judgment may be sought only against the makers of the note.
  12. If the Plaintiff is the purchaser at the sale, the Plaintiff, their heirs, representatives, successors or assigns, shall be placed in immediate possession of the aforescribed premises. In the event the Defendants fail to vacate the premises within ten (10) days of the date of the foreclosure sale, the Clerk of the Court is directed to issue a Writ of Possession to the Plaintiff and/or purchaser, their heirs, representatives, successors, or assigns, without the necessity of any further order from this Court for the premises located at 220 ARCHERS POINT, LONGWOOD, FL 32779.
  13. In the event the Plaintiff is contractually obligated to pay its attorneys an amount less than the amount of reasonable fees awarded by the Court above in paragraph 2, the Defendant borrower shall have the right to pay that lesser amount for attorneys fees in the event the Defendant borrower has the right to reinstate the loan prior to the sale under the loan documents or in the event the Defendant borrower tenders full payoff of the loan to the Plaintiff prior to the filing of the Certificate of Sale by the Clerk.
  14. The court finds that the number of hours expended and the hourly rate charged by the Plaintiff's counsel as set forth in Paragraph 2 are reasonable. The Court further finds that there are no reduction or enhancement factors for consideration by the court pursuant to Florida Patient's Compensation Fund v. Rowe, 472 So. 2d 1145 (Fla. 1985).
  15. Should this property be sold to a third party, the Clerk of Court is hereby directed to make the check for the amount due to the Plaintiff pursuant to paragraph 10 above payable to **David J. Stern, P.A. Trust Account**.
  16. In the event the instant case is dismissed by the Plaintiff, the Clerk of Court is hereby directed to release any original documents filed with the Court to counsel of record for Plaintiff.
  17. If the subject property is a residence governed by a Homeowners Association, and purchaser takes title to said residence as a result of this foreclosure action, any such purchaser, other than Plaintiff and its assigns, shall be responsible to the Association for any assessments it may be entitled to pursuant to Section 720.3085, Fla. Stat. (2007). If Plaintiff is the successful purchaser, Plaintiff shall be responsible only for such assessments as come due after issuance of title.

**NOTICE PURSUANT TO FLORIDA STATUTES § 45.031**

DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE vs. CINDY D. WEBSTER, ET AL  
CASE NO: 2007-CA-002087

**IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THIS FINAL JUDGMENT.**

**IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN 60 DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.**

**IF YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM THESE FUNDS YOURSELF. YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CHECK WITH THE CLERK OF THE COURT FOR SEMINOLE COUNTY, TELEPHONE NUMBER 407-665-4378, 301 NORTH PARK, AVENUE, ROOM N104, SANFORD FL 32771, , WITHIN TEN (10) DAYS AFTER THE SALE TO SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT.**

**IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION. IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT SEMINOLE COUNTY BAR ASSOC. LEGAL AID SOCIETY, INC., 407-834-1660, TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST OTHER OPTIONS. IF YOU CHOOSE TO CONTACT SEMINOLE COUNTY BAR ASSOC. LEGAL AID SOCIETY, INC. FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.**

*February* **DONE and ORDERED** in open court at SANFORD, SEMINOLE County, Florida, this 5 day of February, 2009.

  
James E. C. Perry, Circuit Judge

Copies furnished to:

LAW OFFICES OF DAVID J. STERN, P.A.  
900 SOUTH PINE ISLAND ROAD, SUITE 400  
PLANTATION, FL 33324-3920

DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE vs. CINDY D. WEBSTER, ET AL  
CASE NO: 2007-CA-002087

CINDY D. WEBSTER  
JOSEPH R. WEBSTER  
228 ARCHERS POINT  
LONGWOOD, FL 32779

MARKHAM PLACE HOMEOWNERS ASSOCIATION, INC  
C/O SANDRA GRAHAM, REGISTERED AGENT  
141 HUNTERS TRAIL  
LONGWOOD, FL 32779

DAVID BAKALAR, ESQ.  
ATTORNEY FOR WELLS FARGO BANK, NATIONAL ASSOCIATION  
450 NORTH PARK ROAD, SUITE 410  
HOLLYWOOD, FL 33021

07-92588(GMAP)

a certified copy

MARYANNE MORSE, CLERK OF CIRCUIT COURT  
CLERK OF SEMINOLE COUNTY  
BK 07156 Pg 0400; (1pg)  
FILE NUM 2009031583  
RECORDED 03/24/2009 12:39:52 PM  
DEED DOC STAMPS 0.70  
RECORDING FEES 0.00  
RECORDED BY S Harford



**SATISFACTION OF LIEN  
AS TO PARTICULAR PARCEL**

**THIS** instrument disclaims and releases the lien imposed by the Order Finding Non-Compliance and Imposing Fine/Lien, issued by the Seminole County Code Enforcement Board in Case No. 08-47-CEB, filed against CINDY D & JOSEPH R WEBSTER and filed by and on behalf of Seminole County, on June 26, 2008, and recorded in Official Records Book 07023, Pages 1545 - 1546, of the Public Records of Seminole County, Florida, against the following described real property:

LEG LOT 12 MARKHAM PLACE PB 22 PGS 30 & 31

The undersigned is authorized to and does hereby disclaim and release the lien as to the whole of the above-described real property, and consents that the same be discharged of record.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 2009.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida

By: \_\_\_\_\_  
BOB DALLARI, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.  
Approved as to form and  
legal sufficiency.

As authorized for execution by the  
Board of County Commissioners at their  
December 8, 2009 regular meeting.

\_\_\_\_\_  
County Attorney